

PROFESSIONAL AGREEMENT

PREAMBLE

A. THIS AGREEMENT IS MADE AND ENTERED INTO this day 1st of July 2021 by and between the Region No. Four Supervision District, a supervision district constituted of members of the Boards of Education of the Towns of Chester, Deep River, Essex and Regional School District No. 4, all located within the State of Connecticut (hereinafter referred to as the "District"); the Chester Board of Education, the Deep River Board of Education, the Essex Board of Education and the Regional School District No. 4 Board of Education (hereinafter the "Member Boards"); and **Brian White** (hereinafter referred to as the "Superintendent").

B. The Member Boards have agreed to employ cooperatively a Superintendent of Schools under the provisions of Sections 10-157a and 10-158a of the Connecticut General Statutes, and under the provisions of the Agreement Governing the Region No. Four Supervision District, and under the terms of this Agreement.

c. In accordance with the provisions of this Agreement, and the Agreement Governing the Region No. Four Supervision District, the Member Boards do hereby employ **Brian White** as Superintendent of Schools, and **Brian White** does hereby accept employment as Superintendent of Schools for the Member Boards and the District under the terms and conditions hereinafter set forth in this Agreement.

ARTICLE I

CERTIFICATION

A. The Superintendent of Schools shall maintain certification as a Superintendent of Schools, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

ARTICLE II

DUTIES

A. The Superintendent of Schools shall serve as the chief executive officer for each Member Board and for the District. In harmony with the policies of the Member Boards and the District, State Laws, and State Board of Education regulations, the Superintendent has executive authority over the school systems and the responsibility for their supervision. He has the general authority to act at his discretion, subject to later approval by the Member Boards and/or the District, 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 Member Boards and the District on policies and plans that the Member Boards and the District take under consideration,

and he takes the initiative in presenting to the Member Boards and the District policy and planning issues for the Member Boards' and the Districts attention.

B. The Superintendent or his designee as approved by each Member Board or the District, shall attend all meetings of the Member Boards and the District and shall participate in all Member Board and District deliberations, except when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Member Boards' and District committee meetings, and he or his designee as approved by the Member Boards or the District shall attend such meetings as directed by the Member Boards or the District,

ARTICLE III

TERM

A. This Agreement shall become effective July 1, 2021 and shall remain in effect through and including June 30, 2024. Anything in this paragraph to the contrary notwithstanding, the provisions of the section of this Agreement entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated at any time during the term of this Agreement under the provisions of such section. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the District and the Superintendent, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

B. The term of this Agreement is for three years. The Superintendent, the Member Boards and the District agree that they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period of three years: prior to the end of the first year of a three year agreement, the District at the request of the Superintendent may vote for a new three year agreement.

ARTICLE IV

COMPENSATION

A. The base salary for the Superintendent for the 2021-2022 fiscal year shall be the sum of the following:

1. a cash component of **two hundred ten thousand, three hundred seventy seven dollars and fifty cents (\$210,377.50)** payable in biweekly installments, which sum shall be prorated for a partial year of service as Superintendent, and subject to required deductions for the State Teachers' Retirement Fund, applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax, and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits; and

2. an additional sum of **thirty-four thousand dollars (\$34,000)** for said year, to be paid through payroll on the 1st of July, 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 IRC Section 403(b), as amended, including the 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 of his choice from the Member Boards' list of approved 403(b) vendors pursuant to the Member Boards' 403 (b) plan available to the Member Boards' employees generally in accordance with IRC Section 403(b), as amended, which sum shall be pro-rated for a partial year of service as Superintendent.
- B. The annual base salary for any subsequent year of this Agreement may be negotiated between the Superintendent and the District prior to the commencement of each fiscal year in the form of an amendment and shall become part of this Agreement. Such contribution rates shall be determined by the first day of the fiscal year in which such rates become effective.
 - C. For the purposes of reporting the Superintendent's salary and for determining his contributions for a particular contract year to the Connecticut State Teachers' Retirement System, the District shall include the full amount of the Superintendent's total annual base salary, which includes any amounts paid to the Superintendent and contributed by the Superintendent towards the purchase of a tax-sheltered annuity as set forth herein.

ARTICLE V

FRINGE BENEFITS AND WORKING CONDITIONS

A. PERSONAL DAYS

1. The Superintendent shall be allowed five (5) days leave per year, non-cumulative, with no pay deductions for any one of the following reasons:
 - a. Death or illness in the immediate family
 - b. Religious requirements
 - c. Legal requirements
 - d. Birth of a child by a family member (3-day maximum)
 - e. College graduation of Superintendent or the immediate family of the Superintendent

2. Immediate family consists of spouse, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, son-in-law, and daughter-in-law,
3. Upon request, the District may grant additional days leave for any reason it believes meritorious in addition to those listed in Paragraphs 1 and 2 above.

B. SICK LEAVE

1. In the event of personal illness or injury, the Superintendent may take leave with pay, up to eighteen (18) days per year, which shall vest upon the beginning of the term hereof.
2. Unused sick leave shall be accumulated from year to year to a maximum of one hundred ninety-eight (198) days. Sick days shall not be considered an accrued benefit. Consequently there shall be no payment to the Superintendent for unused sick days.
3. The Superintendent shall be notified of sick leave accumulation by September 15th of each year.
3. If the Superintendent exhausts his accumulated sick leave, he shall be entitled to a supplemental bank of sixty (60) days sick leave, effective with date of hire, Use of such days by the Superintendent shall require the prior approval of the District, and the Superintendent must present reasonable evidence of illness to the District at the time he requests approval from the District for the use of such leave. The District's approval of such leave shall not be unreasonably withheld.

C. CONFERENCE LEAVE/TRAVEL STIPEND

1. The District encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Subject to budgeted appropriations, the Superintendent shall attend professional meetings at the local, state, and national level, the expenses to which shall be paid by the District. Participation in such activities must be approved in advance by the District. The District may deny its approval for professional leave if it is not in the best interests of the District, based on the expense(s) of the professional meetings and/or timing of the Superintendent's absence from the District for attendance at such professional meetings.

2. The leave referenced immediately above in paragraph I of this section will be considered professional leave and will not be charged to the Superintendent's personal or vacation days.
3. For each fiscal year of this Agreement, the District shall provide the Superintendent with a payment in the amount of six thousand dollars (\$6,000), payable in equal monthly installments, as reimbursement for business-related travel within and between the school districts for which he serves as Superintendent.
4. For each fiscal year of this Agreement, the District will pay the full cost of the Superintendent maintaining professional association membership in CAPPS, AASA and NEASC.

D. ANNUAL ADMINISTRATIVE WORK SCHEDULE

1. The Superintendent shall work a twelve month schedule, from July 1st through June 30th, and his working days will total two hundred and sixty (260) days. It is expected that the Superintendent shall work each day that school is in session for the school districts which he serves, except as provided by the terms of this Agreement.
2. The District will provide the Superintendent with twenty-five (25) days vacation annually, exclusive of legal holidays. The Superintendent must obtain prior approval from the District for any vacation leave taken when school is in session, or if such leave will be longer than ten (10) consecutive business days. Vacation time may not be carried over to another year except by prior approval of the District. Vacation days shall not be considered an accrued benefit. Consequently there shall be no payment to the Superintendent for unused vacation days.
3. Holidays. The Superintendent shall be entitled to paid holidays on the days designated as holidays by the District.

E. INSURANCE BENEFITS

1. Health Insurance: On behalf of himself and any eligible dependents, the Superintendent may elect to participate in the health insurance plans provided for employees of the District and the Member Boards.

If the Superintendent elects coverage through the HSA Plan effective July 1, 2021, if such plan is offered to employees, the District shall pay eighty percent (80%) of the premium costs for such coverage, and the Superintendent shall pay

twenty percent (20%). The District shall contribute 100% of the amount of the applicable HSA deductible amount. The District's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employee's payroll dates. Any portion of premiums for such insurance for which the Superintendent is responsible shall be paid by the Superintendent through payroll deduction. For the 2022-2023 and 2023-2024 fiscal years, health insurance benefits, including premium cost responsibilities and plan design, shall be negotiated prior to the commencement of each fiscal year in the form of an amendment and shall become part of this Agreement. Such contribution rates shall be determined by the first day of the fiscal year in which such rates become effective.

2. Dental and Vision Care Insurance: On behalf of himself and any eligible dependents, the Superintendent may elect to obtain dental and/or vision care insurance through any one of the vision care and/or dental insurance plans provided for employees of the District and the Member Boards. The Superintendent shall not be required to contribute to the premium costs for such Insurance,
- 3, Life Insurance: The District will provide the Superintendent with group term life insurance coverage in the amount of two times the Superintendent's base salary, as set forth above, subject to the eligibility requirements of the carrier(s). The District shall pay ninety-five percent (95%) of the premium costs for such coverage, with the remainder of such premium costs to be paid by the Superintendent through payroll deduction. The Superintendent may elect to waive this provision and have the District's contribution for life insurance apply to a whole life or annuity policy as designated by the Superintendent in writing on an annual basis.
4. Long-term Disability Insurance. The District will provide Long Term Disability Income Insurance through any one of the long-term disability plans provided for employees of the Member Boards', or through a vendor selected by the Superintendent and approved by the District. Such insurance shall provide coverage for at least sixty percent (60%) of the Superintendent's annual income. The Board shall pay ninety-five percent (95%) of the premium costs for such coverage, with the remainder of such premium costs to be paid by the Superintendent through payroll deduction.

ARTICLE VI

EVALUATION

A. In accordance with the procedures set forth below, each Member Board and the District shall separately evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement. Such evaluation and assessment shall be reasonably related to the goals and objectives for the Superintendent for the year in question.

B. Goals and Objectives. It is the intention of the parties to work cooperatively to develop goals and objectives for the Superintendent. Prior to August 1st of each fiscal year of this Agreement, each member Board, the District, and the Superintendent will develop goals and objectives for the coming school year for each Member Board and the District. Should a Member Board or the District and the Superintendent be unable to agree on such goals and objectives, the Member Board or the District will develop goals and objectives for the year, which goals and objectives shall be reasonably related to the educational interests of the respective school districts.

C. Evaluation Format. The District and the Superintendent shall attempt in good faith to agree on the development and adoption of a single mutually agreeable evaluation format to be used by the Member Boards and the District in evaluating the Superintendent's performance. In the event of disagreement between the District and the Superintendent, the District's choice of evaluation format shall be final; provided, however that the evaluation format shall include at least the following criteria: Board-Superintendent relations, community relations, educational program, professional leadership, personnel relations, business matters and personal qualities.

D. Evaluation Process. Each Member Board and the District shall meet with the Superintendent by January of each year to informally evaluate the Superintendent. By May 1 of each year, the Superintendent shall complete a self-evaluation of his performance for each Member Board and for the District, and deliver same to each Member Board and to the District. Each Member Board and the District shall formally evaluate the Superintendent no later than June 1st of each contract year of this Agreement. Each Member Board and the District shall deliver a copy of its written evaluation of the Superintendent to the Superintendent by June 30th 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. Within 30 days of delivery of the written evaluation to the Superintendent, each Member Board or the Member Board's representative, and a representative of the District, shall meet with the Superintendent to discuss the evaluation.

ARTICLE VII

WORKERS' COMPENSATION BENEFITS

A. If the Superintendent is eligible for workers' compensation benefits by reason of illness or injury other than that which was caused by an assault while in the course of his employment, he and any eligible dependents, the Superintendent may elect to participate may elect to use his accumulated sick leave benefits to make up the difference between the compensation benefits and his normal weekly salary.

ARTICLE VIII

PROTECTION OF ADMINISTRATOR/PROTECTION AGAINST LEGAL PROCEDURE

A. The District shall indemnify the Superintendent from all legal claims, in accordance with the provisions of Section 10-235 of the Connecticut General Statutes, as said section may be amended from time to time.

B. The District shall indemnify the Superintendent in the event he is assaulted while acting in the discharge of his duties, in accordance with the provisions of Section 10-236a of the Connecticut General Statutes, as it may be amended from time to time.

ARTICLE IX

TERMINATION OF AGREEMENT

The District and the Superintendent recognize and agree that, while the District, acting on behalf of the Member Boards, is the Superintendent's employer under the provisions of this Agreement, termination of this Agreement under this Article may be accomplished only by a vote to terminate the Agreement by all Member Boards and the District.

A. The parties may, by mutual consent, terminate this Agreement at any time.

B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days to the Chairperson of the District and to the Chairpersons of the Member Boards; 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 the execution of the new agreement shall serve to terminate the prior agreement between the parties.

C. The District, acting on behalf of the Member Boards, 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. In the event the District, acting on behalf of the Member Boards, 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 District of written notice that contract termination is under consideration, the Superintendent may file with the District, a written request for a hearing before the District which shall be held within twenty (20) days after receipt of such request. The District, acting on behalf of the Member Boards, 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 District's decision shall be based on the evidence presented at the hearing.

E. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to his contract is under consideration. Such notice shall be accompanied by a written statement own counsel, at his own expense, In the event of termination as a result of a hearing as described above in Sections C and D, the District shall pay the Superintendent his salary, as set forth in this Agreement, through and including the last date on which any of the Member Boards or the District votes to terminate this Agreement; and he shall receive no other compensation and/or benefits thereafter.

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

G. This Agreement shall terminate on the effective date of the withdrawal of one or more of the Member Boards from the Agreement Governing the Region No. Four Supervision District, provided that any such withdrawing Member Board has complied with the notice requirements set forth in Sections 10-157a and 10-158a of the Connecticut General Statutes, and provided further that any such withdrawing Member Board has provided the Superintendent with notice of such withdrawal at or about the time notice of such withdrawal is provided to the remaining Member Board(s) under Section 10-157a and 10-158a of the Connecticut General Statutes. In the event of such withdrawal, the District shall pay the Superintendent his salary, as set forth in this Agreement, through and including the effective date of such withdrawal, and he shall receive no other compensation and/or benefits for the period following such effective date. The notice and hearing provisions set forth in Section C above shall not apply to a termination pursuant to this Section.

ARTICLE X

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.

C. In the case of any conflict between the terms of this Agreement and the terms of the Agreement Governing the Region No. Four Supervision District (as may be amended from time to time), the terms of this Agreement shall prevail, unless otherwise agreed expressly in writing by the District and the Superintendent.


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

REGION NO. FOUR SUPERVISION DISTRICT

BY: 
David Fitzgibbons, Chairperson

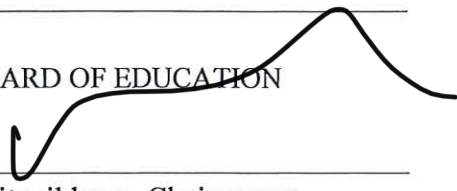
DATE: _____

REGION FOUR BOARD OF EDUCATION

BY: 
Kate Sandmann, Chairperson

DATE: _____

CHESTER BOARD OF EDUCATION

BY: 
David Fitzgibbons, Chairperson

DATE: _____

DEEP RIVER BOARD OF EDUCATION

BY: 
Miriam Morrissey, Chairperson


DATE: _____

ESSEX BOARD OF EDUCATION

BY: 
Lon Seidman, Chairperson

DATE: _____

SUPERINTENDENT OF SCHOOLS

BY: 
Brian White

DATE: _____