

REGIONAL SCHOOL DISTRICT 13

Board of Education

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Durham

Middlefield

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Regional School District 13 Board of Education (hereinafter called the "Board") and Douglas Schuch (hereinafter called the "Superintendent") that the said Board in accordance with its action on May 26, 2021, by election pursuant to Section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Douglas Schuch as Superintendent of Schools for the Regional School District 13 Public Schools (the "District"), and that Douglas Schuch hereby accepts employment as Superintendent of Schools for the District upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

- A. 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, and shall attend such meetings as may be required by the Board.

3. TERM:

- A. The term of said employment is from July 1, 2021 to June 30, 2024. 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:
- B. Prior to June 30, 2024 the Board of Education shall vote for a new agreement. Prior to March 31, 2024, the Superintendent shall notify the Board that a vote on his contract is due 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 for the 2021-2022 fiscal year shall be the sum of (a) One Hundred and Ninety Four Thousand and Four Hundred and Twenty Five Dollars and No Cents (\$194,425.00), paid in periodic payments in accordance with the established pay dates for the District, plus (b) an amount of Two Thousand and Five Hundred Dollars and No Cents (\$2,500.00) in recognition of the Superintendent's doctoral degree; plus (c) an additional amount of Fifteen Thousand Dollars and No Cents (\$15,000.00), to be paid to the Superintendent 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 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. Base salary for a partial fiscal year of service shall be pro-rated. 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 annual 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 fiscal year. If no agreement concerning annual base salary for any subsequent fiscal year is reached, the Superintendent's salary shall continue at the rate of the preceding fiscal 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 fifteen (15) sick days per fiscal year, cumulative to two hundred and thirty-five (235) days. The Board agrees that the Superintendent shall begin this contract with fifteen (15) sick days accumulated. Unused sick days shall not be compensated when employment terminates.
- B. The Board of Education shall provide the Superintendent with twenty-five (25) vacation days per fiscal year, with such days to be taken during the fiscal year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to five (5) days, provided that the Superintendent may not accumulate more than five (5) days in addition to the annual vacation entitlement. Vacation for a partial fiscal year of service shall be prorated. Subject to limitations above, upon termination of employment the Superintendent will be paid for accrued, unused vacation days at the daily rate of 1/235 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 have the holidays on which the Board offices are closed.
- 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 a majority of school district administrators at the time this contract is signed, on the same terms and conditions, including applicable premium cost-shares, HSA deductible funding and dental plan buy-up option. Should said health or dental 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. In any fiscal year of this Agreement, the Superintendent may elect to waive, in writing, the insurance coverages provided above in paragraph E above, and in lieu thereof may receive a payment of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00). Such annual payment will be issued pro-rata and included with the periodic payroll during the fiscal year for which coverages have been waived. In order to receive such payment, the Superintendent must complete and submit a form provided by the Board indicating his intent not to participate in the Board's insurance coverages, not later than June 1st of the prior fiscal year. The Superintendent may elect to resume Board provided insurance coverages upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the Superintendent shall only receive a pro-rated portion of the waiver stipend provided under this section.
- G. The Board shall provide and pay for group term life insurance with a death benefit of Two Hundred and Fifty Thousand Dollars (\$250,000), subject to the Superintendent's insurability.
- H. 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.
- I. Subject to budgeted appropriations, the Board will pay reasonable out-of-pocket expenses for the Superintendent provided such costs relate to business or educational responsibilities in the District, or the performance of his duties. The Superintendent shall substantiate such costs in accordance with District procedures.

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 District. 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.
- 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 that 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 Chair 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 Chair 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 fiscal year in question. The Board shall submit to the Superintendent 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) days of the commencement of each fiscal year of this agreement.
- B. The Board shall evaluate the Superintendent prior to the expiration of each fiscal 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 with the Board 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 of the written notice from Board of Education 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.

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. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Superintendent shall be sent to him at his home address.

D. This agreement is being executed on behalf of the Board by Robert Moore, Regional School District No. 13 Board of Education Chair, pursuant to a vote taken by the Board of Education, at a meeting duly held on May 26, 2021, authorizing Robert Moore, Regional School District No. 13 Board of Education Chair, to execute this agreement on behalf of the Board.

REGIONAL SCHOOL DISTRICT 13 BOARD OF EDUCATION

By: Robert E. Moore
Robert Moore, Chair

6/2/21
Date

SUPERINTENDENT

Douglas A. Schuch
Douglas Schuch, Ph.D.

6/2/21
Date