

**SUPERINTENDENT'S CONTRACT
AMITY REGIONAL SCHOOL DISTRICT NO. 5 BOARD OF EDUCATION**

It is hereby agreed by and between the Amity Regional School District No. 5 Board of Education (hereinafter the "Board") and Dr. Jennifer Byars (hereinafter "Dr. Byars" or the "Superintendent") that the said Board in accordance with its action by election pursuant to Section 10-157 of the Connecticut General Statutes, on June, 2019, has and does hereby employ the said Jennifer Byars as Superintendent of Schools for the Amity Regional School District No. 5 and the Jennifer Byars hereby accepts employment as the Superintendent of Schools of the Amity Regional School District No. 5 upon the terms and conditions set forth hereinafter.

1. DUTIES

The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board, state laws, and state board of education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She advises the Board on policies and plans that the Board takes under consideration and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent or her designee, as approved by the Board, shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to her own employment are under consideration (attendance at such meetings by the Superintendent shall be in accordance with applicable law). The Superintendent shall receive notice of all Board committee meetings and she or her designee may attend such meetings.

2. OUTSIDE PROFESSIONAL ACTIVITIES

By agreement with the Board, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with meeting her responsibilities as Superintendent.

3. PROFESSIONAL GROWTH ACTIVITIES

The Board encourages the continued professional growth of the Superintendent through her participating in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator associations; and

- B. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the district.

The Board shall permit a reasonable amount of release time for the Superintendent, as she and the Board mutually deem appropriate, to attend such matters and to pay for the necessary fees for travel and subsistence expenses. The amount spent on such activities shall be reasonable, as determined by the Board.

4. WORK YEAR

The work year for the Superintendent shall be twelve (12) months.

5. TERM

The term of said employment is for three (3) years, from July 1, 2019 to June 30, 2022. The Superintendent and the Board agree that they shall adhere to the following procedures to extend the Superintendent's employment under this contract:

- A. Prior to the end of the first year of a three (3) year agreement, the Board, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second year of a three (3) year agreement (or prior to the last year of this Agreement), the Board shall vote for a new agreement. At least three (3) months prior to that time, the Superintendent shall notify the Board that her 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 10 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

6. COMPENSATION

- A. The Superintendent's base salary for the July 1, 2019 through June 30, 2020 contract year consists of three (3) parts:
 - a. a base salary of two hundred three thousand dollars (\$203,000.00);
 - b. an elective tax sheltered annuity in the amount of five thousand dollars (\$5,000.00); and
 - c. a two thousand dollar (\$2,000.00) stipend for her Ph.D. degree.
- B. For the period from July 1, 2020 through June 30, 2021 contract year:

- a. a base salary to be negotiated between the Board and Dr. Byars, provided, the base salary shall be no less than the base salary for the July 1, 2019 through June 30, 2020 contract year;
 - b. an elective tax sheltered annuity in the amount of five thousand dollars (\$5,000.00); and
 - c. a two thousand dollar (\$2,000.00) stipend for her Ph.D. degree.
- C. For the period from July 1, 2021 through June 30, 2022 contract year:
- a. a base salary to be negotiated between the Board and Dr. Byars, provided, the base salary shall be no less than the base salary for the July 1, 2020 through June 30, 2021 contract year;
 - b. an elective tax sheltered annuity in the amount of five thousand dollars (\$5,000.00); and
 - c. a two thousand dollar (\$2,000.00) stipend for her Ph.D. degree.
- D. The Superintendent's base salary and stipend for her Ph.D. degree shall be paid on a biweekly basis.
- E. In each contract year the annuity is payable in two (2) or more installments in accordance with the Board's payroll practices as to which amount the Superintendent will arrange to have an annual deferral deducted from her salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 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 to a Section 457 Plan that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service.
- F. To the extent the amount specified above with respect to the applicable annuity amount does not exceed the applicable IRS dollar limits set forth in Sections 457 and 414(v) of the Internal Revenue Code for the applicable contract year, the Superintendent may also further elect to reduce the cash portion of her base salary for the applicable contract year on a pre-tax basis pursuant to a legally binding salary reduction agreement and contribute said amounts on a pre-tax basis to the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice under the 403(b) Plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code and to a Section 457 Plan of the Board, provided that this salary reduction amount when added to the stated amounts for the aforementioned annuity above do not exceed the applicable annual maximum deferral limitations for a 403(b) Plan and an eligible plan under Section 457 of the Internal Revenue Code.

- G. For purposes of reporting the Superintendent's salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the Superintendent's annual base salary, the annual annuity and the annual stipend.
- H. Salary and other compensation for Superintendent services for any period that employment is renewed shall be negotiated and agreed to by the Board and the Superintendent prior to commencement of the new contract term.
- I. In consideration of said salary, the Superintendent agrees to perform faithfully the duties of Superintendent of Schools and to serve as Executive Officer of the Board.

7. FRINGE BENEFITS AND WORKING CONDITIONS

A. The Board shall provide the Superintendent with the following:

- 1. Seventeen (17) sick days in each contract year cumulative to one hundred eighty (180) days. Upon termination of employment, remaining accumulated sick days shall be forfeited.
- 2. The Superintendent shall be entitled to five (5) days of paid leave per year for personal obligations that cannot be conducted outside of school hours.
- 3. The Superintendent shall be entitled to leave with pay as follows:
 - (a) Each death or critical illness of a family member (parent, child, spouse, sibling, parent-in-law, stepchild): a maximum of five (5) days.
 - (b) Each death or critical illness of a grandparent, aunt, uncle, sister-in-law, brother-in-law, or a person whose relationship to the Superintendent warrants such attendance: a maximum of three (3) days.
- 4. Thirty (30) vacation days in each contract year exclusive of legal holidays. Vacation days shall not be cumulative and shall not be considered an accrued benefit.

The Superintendent may not carryover any vacation days from one contract year to another without prior written approval of the Board. The Superintendent may carryover and use a maximum of ten (10) vacation days to the next contract year with the approval of the Board Chairman; however at no time may the Superintendent have more than ten (10) vacation days banked in addition to their vacation time credited during the then current contract year. If the Superintendent wishes to take one (1) week or more of vacation at a time, she shall notify the Board Chairman of the dates of such

vacation. The Superintendent may not take more than three (3) consecutive weeks of vacation without the prior written approval of the Board.

Payment for vacation days not used during a contract year shall be made to the Superintendent on a per diem basis, which shall be calculated at 1/260th of the annual salary of the Superintendent, in the event she terminates her services with the Board during that contract year at the Superintendent per diem rate at the time of her termination provided that she has given the Board written notice of such termination at least ninety (90) days prior to the effective date of such termination. Vacation days carried over in accordance with this subsection shall not be paid out upon separation from employment.

5. The Board shall provide the Superintendent with a term life insurance policy in the amount equal to two and one-half (2½) times her base salary. Such policy shall be paid upon the death of the Superintendent in accordance with the terms and conditions set forth in the policy.
6. As part of the Superintendent's base salary, the Superintendent shall receive remuneration for all dates designated as holidays by the Board, provided, however, if school is held on any of these holidays, such day shall be considered a work day for the Superintendent.
7. The Board shall provide health and dental insurance for the Superintendent, her spouse and eligible dependents under the High Deductible Health Plan (HDHP) health insurance and dental plan provided for administrators employed by the Board as set forth in the collective bargaining agreement between the Amity Administrators' Group and the Board. Coverage will take effect on July 1, 2019. For the period of this contract, the Superintendent's premium cost contributions and the Board's funding of the HDHP deductible will be equal to the contributions of administration employed by the Board as set forth in the applicable collective bargaining agreement between the Amity Administrators' Group and the Board. The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the Superintendent to pay her insurance premium contributions on a pre-tax basis. In the event that the Board changes carriers or plans for administrators, such health insurance plan(s) shall be substituted for the aforementioned plan with Superintendent selecting from such plans and the premium share shall remain unchanged.
8. The Board shall provide long-term disability insurance coverage for the Superintendent under the plan set forth in the applicable collective bargaining agreement between the Amity Administrators' Group and the Board.

9. The Board shall reimburse the Superintendent two hundred dollars (\$200.00) a month for the use of her personal automobile in carrying out her responsibilities.
10. The Board encourages the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. Subject to budgeted appropriations and advance written approval of the Board, the Superintendent may attend professional meetings, seminars and conferences related to the performance of her duties as Superintendent, with the expenses to be paid by the Board.
11. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations at her own expense, except as provided herein, provided that she receives prior written approval from the Board to engage in such activities, and provided that such activities do not interfere with the meeting of her responsibilities as Superintendent.
12. For the term of this Agreement, the Board shall pay the full costs of the Superintendent's membership in the Connecticut and national Superintendents' professional associations and in the Connecticut and national ASCD.

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 Board.

8. EVALUATION FORMAT

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this contract. Said evaluation shall be completed prior to July 1st. 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 her performance (hereafter "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format.

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 arrived at by mutual written agreement of the Board and the Superintendent within ninety (90) calendar days of the commencement of this contract (provided, such period of time may be extended by mutual written agreement of the Board and the Superintendent).

9. EVALUATION

The Board in executive session shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this contract. The evaluation and assessment shall be reasonably related to the goals and objectives of the Amity Regional School District No. 5 for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance (hereinafter referred to as an "evaluation format").

The evaluation format shall be reasonably objective and shall contain at least the following criteria:

- Direction of the Amity Regional School District No. 5;
- Board-Superintendent relations;
- Community relations;
- Personnel qualities and relations;
- Professional leadership, development, qualities and relations;
- Business matters;
- Organizational management;
- Educational program; and
- Progress on the school system's goals and objectives.

The evaluation format shall provide for a rating system both as to overall performances and as to specific criteria set forth in the evaluation format.

The Superintendent shall also prepare an evaluation report each January and August outlining district accomplishments and district needs.

10. TERMINATION

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Board may terminate this contract of employment during its term for one (1) or more of the following reasons:
 1. Inefficiency, incompetence or ineffectiveness;

2. Insubordination against reasonable rules of the Board;
3. Moral misconduct;
4. Disability as shown by competent medical evidence;
5. Loss of appropriate certification to act as Superintendent of Schools;
6. Other due and sufficient cause.

In the event that the Board seeks to terminate the Superintendent's contract for one of the above reasons, it shall notify the Superintendent in writing that termination of his contract is under consideration.

The procedural aspects of any such termination proceedings shall be in accordance with the procedural provisions set forth in Connecticut General Statutes Section 10-151 as are applicable to tenured teachers.

- C. The Superintendent shall be entitled to terminate this contract upon ninety (90) calendar days written notice to the Board, except that the ninety (90) calendar days' 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.

11. STATUTES, RULES AND REGULATIONS

This contract is subject to the statutes of the State of Connecticut and rules and regulations of the Board as such statutes, rules and regulations relate to the powers and duties of the Superintendent.

12. GENERAL PROVISION

- 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. Commencing upon signing, it supersedes all prior agreements between the parties.
- C. This contract is subject to the statutes of the State of Connecticut and the rules and regulations of the Amity Regional School District No. 5 Board of Education as such statutes, rules and regulations relate to the duties of the Superintendent.

IN WITNESS WHEREOF, the undersigned have executed this contract the day and year aforesaid.

**AMITY REGIONAL SCHOOL
DISTRICT NO. 5 BOARD OF EDUCATION**

By: Christopher Browe
Christopher Browe
Chairman

By: Dr. Jennifer Byars
Dr. Jennifer Byars

Date: June 25, 2019

Date: 6/25/2019