

**BETHANY BOARD OF EDUCATION
EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS
JULY 1, 2024 to JUNE 30, 2027**

It is hereby agreed by and between the Board of Education of the Town of Bethany (hereinafter called the "Board") and **Kai Byrd** (hereinafter called the "Superintendent") that the said Board in accordance with its action on December 8, 2021 by election pursuant to Section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Kai Byrd, as Superintendent of Schools and that Kai Byrd hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

As a condition precedent to this Contract taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent. Failure to provide said certificate shall make this Contract null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Contract 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. She has the general authority to act at her discretion, subject to later approval by the Board of Education, 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.
- B. The Superintendent or 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 her own employment are under consideration. The Superintendent shall receive notice of and also attend all Board Committee meetings.

3. **TERM:**

The term of said employment is from July 1, 2024 to June 30, 2027. 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 second school year, she serves as Superintendent (or prior to the last year of this Contract), the Board of Education may vote for a new three (3) year Contract. 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.
- B. 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 shall be the sum of a) \$177,642.40 in periodic payments in accordance with the established pay dates for the School District, and b) an additional amount of \$7,000, 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 her 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 she 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. For any partial year of service, the annual base salary and any other benefits described herein shall be prorated.
- B. During the sixty (60) day period following the Superintendent's annual performance evaluation, the Board may vote on whether to award the Superintendent any increase in base salary for the subsequent fiscal year. It shall be the responsibility of the Superintendent to notify the Board, in writing, of this provision of the contract. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. Any salary adjustment made during the life of this contract shall be in the form of a salary amendment and shall become part of this Contract, 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 annually cumulative to two hundred (200) days. Unused sick days shall not be compensated when employment terminates.
- B. The Board of Education shall provide the Superintendent with twenty (20) 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 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 year of service shall be prorated. Subject to limitations above, upon termination of employment by the Board, the Superintendent will be paid for unused vacation days at the daily rate of 1/260 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 four (4) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Superintendent shall be entitled to the same health and dental insurance benefits as are provided to classified staff members employed by the Bethany Board of Education and subject to the same premium cost-sharing contribution. If the Superintendent elects the Health Savings Account (HSA) Plan, she shall be entitled to the same contribution to the HSA deductible as classified staff members. Should the Superintendent elect not to partake in the Board-approved health insurance plan, she shall receive an in lieu of payment of \$3,000.
- F. The Board shall maintain a "Section 125" Salary Reduction Plan which shall be designed to permit exclusion from taxable income of the principal's share of health, dental, and life insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Plan and shall continue to make this plan available if the costs are not administratively burdensome.
- G. The Board shall pay the premium for a disability insurance policy that provides a benefit amount of \$1,500 per month to the Superintendent after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained.

- H. The Board shall provide the Superintendent with \$300,000 of term life insurance during the term of this Contract.
- I. The Board shall provide the Superintendent with a District-issued cell phone for business use at no cost to the Superintendent to be used in accordance with District policies and procedures related to same.
- J. The Board agrees to reimburse the Superintendent for her travel expenses incurred in the performance of her duties under this Agreement Contract at the IRS reimbursement rate.
- K. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties.
- L. Up to five (5) bereavement days per year, non-cumulative shall be granted for the death of a member of the immediate family.
- M. The Superintendent may request Tuition Reimbursement from the Board for courses that are job-related. Such courses shall be approved in advance by the Board at the Board's sole discretion and must be taken at an Accredited Institution.
- N. The Superintendent shall be entitled to Course Reimbursement on the following conditions.
 - 1. The Superintendent shall be reimbursed for the cost of tuition at the rate of fifty percent (50%) upon successful completion of each course, provided expenses are reviewed with the Board Chair on an annual basis.
 - 2. All courses must carry academic credit and be a graduate or doctoral level at a fully accredited institution of higher learning in a course of study directly related to the Superintendent's position.
 - 3. The maximum tuition reimbursement the Board is obligated to pay in any calendar year shall be up to and including \$10,000.
 - 4. This tuition reimbursement provision is contingent upon and subject to the Superintendent's longevity with the District.
 - a. In the event that the Superintendent leaves the District within one (1) year of such reimbursement payments being made, the Superintendent shall return one hundred percent (100%) of such funds to the District.

- b. In the event that the Superintendent leaves the district within two (2) years of such reimbursement payments being made, the Superintendent shall return seventy-five percent (75%) of such funds to the district.
 - c. In the event that the Superintendent leaves the district within three (3) years of such reimbursement payments being made, the Superintendent shall return fifty percent (50%) of such funds to the district.
 - d. Any tuition reimbursement payments that were made more than three (3) years prior, on a rolling basis, shall not be repaid to the district.
5. This repayment provision shall only apply if the Superintendent voluntarily leaves or is removed for cause.

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 Bethany Public School District. Out-of-pocket expenses, as provided for in the District budget, for such activities will be borne by the Board, and the Board will expect periodic reports 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, the American Association of School Administrators, and the Area Superintendents' Association and Association for Supervision and Curriculum Development. In addition, the District shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations.
- 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 her responsibilities as Superintendent and do not occur on a scheduled workday. When such activities provide remuneration to the Superintendent, she 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 Contract 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 her 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 year of this Contract.

- B. The Board shall evaluate the Superintendent within ninety (90) days at the end of each school year during the term of this Contract. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with her 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 her 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 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. Upon receipt of such notice of termination, the Board may elect to terminate this Contract sooner than ninety (90) days.
- C. The Board may terminate the contract of employment during the remainder of its term for one (1) 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 (1) of the above reasons, it shall serve on the Superintendent written notice that termination of her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within twenty (20) 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 her own counsel, at her own expense. Any time limits established herein may be waived by mutual Contract 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 Contract.


- G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay vacation and insurance benefits provided in this Contract.

9. **GENERAL PROVISIONS:**

- A. If any part of this Contract is invalid, it shall not affect the remainder of said Contract but said remainder shall be binding and effective against all parties.
- B. This contract contains the entire Contract between the parties. It may not be amended orally but may be amended only by a Contract in writing signed by both parties. Upon signing, it supersedes all prior Contract between the parties.

BETHANY BOARD OF EDUCATION

SUPERINTENDENT



John Paul Garcia, Chair



Kai Byrd



Date Signed



Date Signed