

EMPLOYMENT AGREEMENT FOR  
ASSISTANT SUPERINTENDENT OF SCHOOLS

This Agreement is made by and between the Regional School District No. 5 (Amity) Board of Education (hereinafter called the "Board") and Frank A. Purcaro (collectively, the "Parties"). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

**1. Employment.**

The Board hereby employs Frank A. Purcaro as Assistant Superintendent for Amity Regional School District No. 5 (hereinafter called the "District"), and Frank A Purcaro (hereinafter called the "Assistant Superintendent") accepts such employment pursuant to the terms and conditions set forth herein.

**2. Certification.**

The Assistant Superintendent shall maintain State certification at minimum in Intermediate Administration or Supervision (092) for the duration of this Agreement. Maintenance of certification in Superintendent of Schools (093) is preferable.

**3. Duties.**

Under the direction and supervision of the Superintendent of Schools, the Assistant Superintendent shall be responsible for aspects of the operations in the District including but not limited to: curriculum development, articulation, and coordination; effective instruction; professional learning and evaluation; evaluation and supervision of identified certified and non-certified staff; intervention oversight, curriculum and instruction budget development and management, administrative tasks; and related duties as determined by the Superintendent of Schools.

**4. Term.**

This Agreement shall become effective July 1, 2022 and shall remain in effect through June 30, 2025, subject to prior termination in accordance with the provisions of the section of this Agreement entitled "Termination." The Parties agree that in the event that either the Board or the Assistant Superintendent does not agree to either extend this Agreement beyond June 30, 2025, or do not negotiate a successor agreement, the Assistant Superintendent's employment with the Board shall terminate effective on June 30, 2025. Upon execution of this Agreement by the Parties, the Agreement shall supersede all prior agreements between the Parties.

**5. Work Year and Schedule.**

The work year for the Assistant Superintendent shall be twelve months, from July 1, until June 30. The Assistant Superintendent position is classified as exempt from the minimum wage and overtime provisions of state and federal law. Nevertheless, it is understood and agreed that the Assistant Superintendent is expected to work during the District's normal office hours. In addition, it is understood and agreed that the Assistant Superintendent shall be available outside the District's normal office hours to conduct the business of the District and that the Assistant Superintendent is expected to be available to respond as needed to carry out the responsibilities of the position outside normal office hours.

**6. Salary and Other Compensation.**

As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. Any and all components of the salary set forth in this Agreement and any and all provisions regarding leave benefits shall be pro-rated for partial years of service as Assistant Superintendent.

**a. Salary.**

The salary of the Assistant Superintendent shall be One Hundred Eighty-Six Thousand, Six Hundred Sixty-Eight Dollars (\$186,668) per year for the 2022-23 contract year.

The salary of the Assistant Superintendent shall be One Hundred Eighty-Six Thousand, Six Hundred Sixty-Eight Dollars (\$186,668) per year for the 2023-24 contract year.

The salary of the Assistant Superintendent shall be One Hundred Eighty-Six Thousand, Six Hundred Sixty-Eight Dollars (\$186,668) per year for the 2024-25 contract year.

**b. Doctoral Stipend**

The Assistant Superintendent will annually receive a \$2,000 stipend for holding a Doctoral Degree (Ph.D., Ed.D, or J.D.).

**c. Tax-Deferred Annuity.**

In addition to the salary payment set forth above, the Board shall contribute into a tax-deferred annuity designated by the Assistant Superintendent.

One Thousand Dollars (\$1,000) in 2022-2023;

One Thousand Dollars (\$1,000) in 2023-2024; and

One Thousand Dollars (\$1,000) in 2024-2025



- d. The Assistant Superintendent's base salary and stipend for his J.D. shall be paid on a bi-weekly basis.
- e. For purposes of reporting the Assistant Superintendent's salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the Assistant Superintendent's annual base salary, the annual annuity and the annual stipend.

**f. Sick Leave.**

The Board shall provide the Assistant Superintendent with seventeen (17) days of sick leave per contract year, cumulative to one hundred eighty (180) days. Such sick leave shall accrue at the beginning of each contract year. The Assistant Superintendent's use of such sick leave shall be in accord with the sick leave policies of the Board. Upon termination of employment, remaining accumulated sick days shall be forfeited.

**g. Vacation Leave.**

The Board shall provide the Assistant Superintendent with thirty (30) days of vacation leave per fiscal year, exclusive of legal holidays on which the Board's offices are closed, with such vacation leave to be taken during the fiscal year in which it is accrued. Such vacation leave shall accrue at the beginning of each contract year. The Assistant Superintendent may not carry over any days of vacation leave from one contract year to another without prior approval from the Superintendent of Schools. The scheduling of all vacation leave shall require the prior approval of the Superintendent of Schools.

In the event of the death of the Assistant Superintendent, payment for any accrued but unused vacation leave will be made to the estate of the Assistant Superintendent on a prorated basis at the Assistant Superintendent's per diem rate as described below. In the event that the Assistant Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, the Assistant Superintendent shall be entitled to be paid for unused vacation leave accrued during the fiscal year in which the Assistant Superintendent resigns or retires on a prorated basis at the Assistant Superintendent's per diem rate, based on the number of months remaining in the contract year as of the effective date of such resignation or retirement. In order to be eligible for any such payment for unused vacation leave upon resignation or retirement, the Assistant Superintendent must provide the Superintendent of Schools with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of resignation or retirement.

Any payment for unused accrued vacation leave to be made to the Assistant Superintendent in accordance with this section shall be paid at the per diem rate for the Assistant Superintendent, which shall be calculated at 1/260<sup>th</sup> of the

annual salary of the Assistant Superintendent.

**h. Personal Leave.**

The Superintendent of Schools may provide the Assistant Superintendent with up to five (5) days of personal leave per contract year in order to permit the Assistant Superintendent to conduct personal business that cannot be conducted outside of the regular work day. Personal leave shall not carry over from one contract year to another. Except in emergencies, the Assistant Superintendent shall submit requests to use personal leave to the Superintendent of Schools at least three (3) business days in advance of the date on which leave is requested to be used.

**i. Leave for Critical Illness/Bereavement.**

The Assistant Superintendent shall be entitled to leave with pay as follows:

- Each death or critical illness of a family member (parent, child, spouse, sibling, parent-in-law, stepchild): a maximum of five (5) days.
- Each death or critical illness of a grandparent, aunt, uncle, sister-in-law, brother-in-law, or a person whose relationship to the Assistant Superintendent warrants such attendance: a maximum of three (3) days.

**j. Insurance Benefits (General Provisions).**

Participation in any and all of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s) and/or plan administrator(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage, and/or to self-insure for such coverage, at any time during the term of this Agreement. The Parties agree that the Board shall not provide insurance benefits to the Assistant Superintendent upon retirement, except as may be required by law.

**k. Health and Dental Insurance.**

The Board shall provide health and dental insurance coverage for the Assistant Superintendent, his spouse, and any eligible dependents of the Assistant Superintendent under the High Deductible Health Plan ("HDHP") health insurance plan and dental insurance plan provided for administrators employed by the Board as set forth in the collective bargaining agreement between the Amity Administrators' Group and the Board. For the period of this contract, the Assistant Superintendent's premium costs contributions and the Board's funding of the HDHP deductible will be equal to the contributions of administrators 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 Assistant Superintendent to pay his insurance premium



contributions on a pre-tax basis.

**l. Life Insurance.**

The Board shall provide and pay for term life insurance for the Assistant Superintendent with a face amount of two and one-half (2 ½) times the annual salary of the Assistant Superintendent.

**m. Long-Term Disability Insurance.**

The Board will provide and pay for long-term disability insurance for the Assistant Superintendent. The disability insurance plan shall provide a benefit equal to sixty percent (60%) of the salary for the Assistant Superintendent, subject to a maximum benefit of five thousand (\$5,000) dollars per month payable to age sixty-five (65), and subject to a one hundred eighty (180) day waiting period.

**n. Travel Allotment.**

The Board shall reimburse the Assistant Superintendent one hundred fifty dollars (\$150.00) a month for the use of his personal automobile in carrying out his responsibilities.

**7. Professional Associations.**

The Board shall pay the full costs of the Assistant 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 Assistant 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 Superintendent of Schools.

**8. 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 Assistant Superintendent's contract for one of the above reasons, it shall notify the Assistant 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.

The Assistant 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 Assistant Superintendent, duly witnessed and recorded in the minutes, is acceptable.

**9. General Provisions.**

- a. The Assistant Superintendent hereby agrees to comply with all policies, regulations and rules of the Board.
- b. Unless entering into a successor agreement, upon termination of this Agreement, the Assistant Superintendent shall deliver all property (including keys, records, notes, data, memoranda, and equipment) to the Board that is in the Assistant Superintendents's possession or control, which is the Board's property or related to Board business.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflict of law provisions. Any claims, legal proceedings, or litigation arising in connection with this Agreement will be brought solely in Connecticut and all Parties consent to the jurisdiction of such courts.
- d. If any part of the Agreement is found to be invalid or unenforceable, it shall not affect the remaining provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- e. No amendment or modification of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the Parties hereto.
- f. No waiver by any party of any breach of this Agreement shall be deemed to be waiver of any preceding or succeeding breach.
- g. The titles of the sections in this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

h. Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Assistant Superintendent.

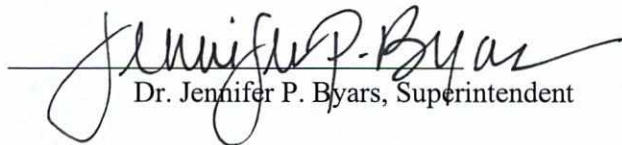
10. This Agreement contains the entire agreement between the Parties with respect to the subject matter specifically referenced herein. Commencing upon signing, this Agreement supersedes all prior agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement. No person has any authority to make any representation or promise on behalf of any of the Parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last date set forth below:

ASSISTANT SUPERINTENDENT

REGIONAL SCHOOL DISTRICT No. 5

  
\_\_\_\_\_  
Frank A. Purcaro

  
\_\_\_\_\_  
Dr. Jennifer P. Byars, Superintendent

DATE: 5/9/2022

DATE: 5/9/2022