

**SUPERINTENDENT OF SCHOOLS
NORTH BRANFORD, CONNECTICUT**

It is hereby agreed by and between the **Board of Education of the Town of North Branford, Connecticut** (hereinafter referred to as the "Board") and **Mr. Scott Schoonmaker of Old Saybrook, Connecticut** (hereinafter referred to as "Superintendent") that the Board hereby employs Mr. Scott Schoonmaker as its Superintendent of Schools and Mr. Scott Schoonmaker hereby accepts such employment as the Superintendent of Schools for the North Branford School District upon the terms and conditions hereinafter set forth.

1. Duties. The Superintendent shall be the chief executive officer of the Board. In harmony with the policies of the Board, state statutes, and state regulations, the Superintendent shall have executive authority over the school system and responsibility for its supervision. He shall have the general authority to act at his discretion upon all emergency matters, subject to later approval by the Board. He shall advise the Board on policies and plans that the Board may take under consideration, and he shall take initiative in presenting to the Board policy and planning issues for the attention of the Board. The Superintendent shall perform those duties and assume those responsibilities set forth in the published job description of Superintendent of Schools as it may be adopted by the Board and amended from time to time.

The Superintendent shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration, and as to those meetings, the Superintendent shall be provided notice by the Board of their occurrence. The Superintendent shall be provided with notice of Board committee meetings and he may attend all such meetings.

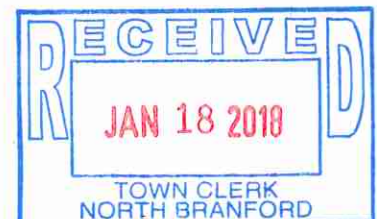
2. Outside Professional Activities. The Superintendent may undertake consulting work, speaking engagements, writing, lecturing, part-time college instruction and other professional duties and obligations. The Superintendent's paramount area of interest and concern, however, shall be with the North Branford Public School System. If, in the judgment of the Board, such outside activities interfere with the local responsibilities of the Superintendent, such outside activities shall be curtailed, or discontinued, as appropriate.

3. Term. The term of the Superintendent's employment shall be from January 1, 2018 through June 30, 2020. The Superintendent and the Board agree that they shall adhere to the following procedures to consider extension of the Superintendent's term of employment.

a. During the sixty (60) day period immediately prior to June 30, 2018, and during the sixty (60) day period immediately prior to June 30 of any subsequent year in which the remaining term of this contract is two years or more, the Board may vote upon a one-year extension of this agreement at the request of the Superintendent.

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b. During the sixty (60) day period immediately prior to June 30 of any year in which the remaining term of this contract is less than two years, the Board shall vote upon an extension of this agreement so as to create an overall term not exceeding three years. At least three months prior to June 30 of each year of this agreement, the Superintendent shall notify the Board of its obligation hereunder and shall provide the Board with a copy of this contract clause.

c. Anything in the section to the contrary notwithstanding the provisions of the section entitled "Termination" shall take precedence and the Superintendent's employment may be terminated under those provisions.

4. **Compensation.** For the period July 1, 2017 through June 30, 2018, the Superintendent's annual base salary is \$187,420.00, to be paid in bi-weekly installments.

The Superintendent's annual base salary for the period July 1, 2018 through June 30, 2019 and each year thereafter shall be negotiated by the parties. Negotiations shall commence upon conclusion of the Superintendent's Evaluation, as provided in the section of this Agreement entitled "Evaluation." In no case shall the Superintendent's annual base salary be reduced in any year from the annual base salary for the preceding year.

5. **Fringe Benefits.** The following additional benefits shall be furnished at Board expense:

a. **Health and Insurance.** The Board will pay one hundred percent (100%) of the health and dental insurance premiums (individual and dependent coverage) for the Superintendent for the Anthem Century Preferred Plan (PPO) with the following features:

- In Network - \$0 per hospital admission copay, \$5 per office visit copay for primary care physician, \$5 per office visit copay for specialist, \$0 per outpatient surgery, \$25 per emergency room visit copay, and \$25 urgent care copay with unlimited maximum.
- Out of Network - \$200 / \$400 / \$500 (single/two/family) deductible with 80%/20% coinsurance with unlimited lifetime maximum.
- Vision Care Rider – for the individual and eligible dependents.
- Prescription Drug Program - \$5 copay for generic, \$10 copay for brand, and \$3 copay for mail order with \$1800 annual individual maximum.
- Family Plan Dental Rider, including Riders A, C and D.
- If the Superintendent wishes to elect a higher annual individual maximum for the Prescription Drug Program, he has that option so long as he pays the difference between the Board's share of the base plan, and the greater cost of the higher annual maximum. Said cost will be taken as a payroll deduction and may be taken on a pre-tax basis.

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b. **Life Insurance.** The Superintendent shall be entitled to group term life insurance in the amount of two (2) times the annual salary as long as such a benefit is permitted under the terms of the insurance policy.

c. **Vacation.** The Superintendent shall be entitled to twenty-five (25) days of paid vacation each year of this contract. Vacation time shall be cumulative to fifty (50) days. Up to five (5) days of unused vacation may be submitted for pay at the per diem rate determined by dividing the total annual salary in the "Compensation" section by 240 days. These paid days shall then not be included in the accumulation for the subsequent work year.

d. **Sick Leave.** The Superintendent shall be provided with forty (40) days of sick leave immediately upon commencement of his employment. Commencing July 1, 2009 and each year thereafter, the Superintendent shall be entitled to fifteen (15) additional days of sick leave per year, cumulative to a maximum of 180 days. At time of retirement, according to the State of Connecticut Teachers' Retirement Board, the Superintendent will be paid for 75% (up to 135 days) accrued and unused days at his then per diem rate. Should the Superintendent terminate employment prior to retirement, unless said termination is for reasons described in 10.c.1, 10.c.2, 10.c.3 or 10.c.5 of this agreement, payment shall be made in accordance with the following formula: 30% for between 3 and 5 years of service (up to 44.5 days of maximum 115 day accrual), 45% for more than 5 but less than 10 years of service (up to 81 days), 60% for more than 10 but less than 15 years of service (up to 108 days).

e. **Accident and Sickness Insurance.** Non-cancelable, guaranteed renewable individual disability income policy with monthly benefits of \$1,500 per month beginning on the 91st day of total disability to age 65, as long as such a benefit is permitted under the terms of the insurance policy. Beginning in 2009-2010, the Board will pay for an existing individual disability income policy with Northwestern Mutual having a total monthly disability income benefit of \$5,440.00.

f. **Holidays.** The Superintendent shall be entitled to all holidays occurring during the school year when neither students nor teachers are in attendance, in addition to Independence Day and Labor Day.

g. **Professional Memberships.** The Board encourages the continued professional growth of the Superintendent through participation in professional associations, educational conferences and other programs. To that end, the Board shall permit a reasonable amount of released time without loss of pay, for the Superintendent to participate in such activities and shall pay the cost of membership in agreed upon organizations.

h. **Expense Reimbursement.** The Board shall reimburse the Superintendent for all business related expenses reasonably incurred in the performance of his duties pursuant to this Contract. Such expenses shall include, but shall not be limited to, cost

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of both in-district and out-of-district transportation and attendance at appropriate local and state meetings and conferences. Compensation for automobile travel shall be at the standardized rate of reimbursement for the school district, as it may be amended from time to time. The Superintendent may elect, at the beginning of each fiscal year, to receive a monthly stipend of \$650.00 in lieu of reimbursement for business related travel within the State of Connecticut. Attendance at conferences or meeting outside of State of Connecticut shall not be reimbursed without the advance written approval of the Board.

i. **Payment in Lieu of Insurance Coverage.** The Superintendent may elect not to participate in the school system's health insurance plan. The Board agrees to pay the Superintendent in lieu of insurance coverage an amount equal to 30% of the premium costs that would have been incurred by the Board if such insurance had been in effect for the year. The payment shall be based on premium costs computed as of the beginning of the school year for which such payments are made. Any payments under this agreement shall be made in two disbursements; for the waiver period of July 1 through December 31, payment will be made in December; for the period January 1 through June 30, payment will be made in June. The Superintendent shall have the right to reenter the insurance coverage of the Board of Education should there be a significant life event during the course of the school year.

j. **Definition per diem.** For the purposes of establishing a per diem, the following definition will be utilized. The Superintendent's per diem will be equal to the total compensation as reported to the Teachers Retirement Board divided by 240.

k. **Teachers Retirement Board.** The Board of Education shall remit to the Superintendent \$200 per month to offset a portion of the Superintendent's Teacher Retirement Board contribution effective January 1, 2018.

6. **Medical Examination.**

a. **Periodic Medical Examination.** The Superintendent shall submit to a comprehensive medical examination every two years, beginning on or about two years following his pre-employment physical examination. A statement from the examining physician certifying to the physical competency of the Superintendent to perform the essential functions of his duties shall be filed with the Chairman of the Board and treated as confidential information. Any portion of the cost of said medical examination and report that is not covered by health insurance shall be reimbursed by the Board.

7. **Executive Leave.** The Superintendent shall be entitled to executive leave of 5 paid days per year, on a non-cumulative basis, for emergencies or other compelling reasons.

8. **Evaluation Format.** The Board shall evaluate and assess either orally or in writing the performance of the Superintendent at least annually during the term of this Agreement. A subcommittee of the Board shall work with the Superintendent to develop an agreed upon evaluation format which shall be in place for the 2018/2019 school year (hereinafter "evaluation

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format"). Said evaluation format shall be reasonably related to the goals and objectives of the North Branford School District for the year in question.

The Board shall adopt an evaluation format within ninety days of the commencement of each year of this Agreement. The format shall include, *inter alia*, a conference between the Board and the Superintendent.

9. Evaluation. The Board shall evaluate the Superintendent in executive session on or before June 30, 2018 and during each year thereafter in which this Employment Agreement, or any extension hereof, shall be in effect.

In the event the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail said deficient performance indicating specific examples where appropriate. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be deficient and all other instances where the Board deems recommendations to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent within thirty days of its completion and the Superintendent shall have the right to append a written reaction or response to the evaluation which shall become a permanent attachment to his personnel file. Within thirty days from delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent in executive session to discuss the evaluation.

Whenever the Board has evaluated the Superintendent's performance to be deficient, in whole or in part, or has made recommendations as to areas of improvement, the Chairman of the Board shall appoint a committee of not less than two members of the Board to meet in executive session with the Superintendent in an effort to assist him in improving his performance. Said committee shall report in writing to the Board, with a copy to the Superintendent, its activities and the results thereof, within ninety days of such meeting with the Superintendent. Thereafter, the Board may choose to continue the committee and require additional reports when necessary.

10. Termination.

- a. The parties may by mutual consent terminate this Contract at any time.
- b. The Superintendent shall be entitled to terminate this Contract upon written notice of not less than ninety days.
- c. The Board may terminate this Contract of employment prior to its expiration for one or more of the following reasons:
 - 1. Inefficiency or incompetence;
 - 2. Insubordination against reasonable rules of the Board;

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3. Moral misconduct, including conduct unbecoming the Superintendent of Schools;
4. Disability of a nature which would substantially impair the performance of the essential functions of the Superintendent's duties, as shown by competent medical and other relevant evidence;
5. Other due and sufficient cause.

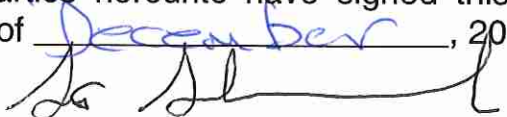
In the event the Board seeks to terminate this Contract for one or more of the above reasons, it shall serve on the Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of the reasons why contract termination is under consideration. The Superintendent may file with the Board within twenty days of such notice a written request for a hearing before the Board, which hearing shall be held within thirty days after receipt of such request. The Board shall render its decision within thirty days of such hearing and shall send a copy of its decision to the Superintendent setting forth the reasons for termination and the evidence relied on. The Board's decision shall be based on the evidence presented at the hearing. Such hearing shall be in executive or public session at the option of the Superintendent. The Superintendent shall have the right to counsel at such hearing at his own expense. Nothing herein shall deprive the Board of the authority to immediately suspend the Superintendent from duty, with pay, when serious misconduct is charged, without prejudice.

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

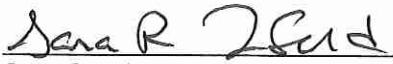
11. General Provisions.

- a. If any part of this Agreement is determined by competent authority to be invalid, such invalidity shall not affect the remainder of the Agreement but the remainder shall be binding and effective between the parties.
- b. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereunto have signed this Agreement and a duplicate thereof this 21st day of December, 2017.



 Scott Schoonmaker
 Superintendent of Schools



 Sara Querfeld, Chair
 North Branford Board of Education



 Shawna Papa-Holzer, Vice Chair
 North Branford Board of Education

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