

## **EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of Shepaug Valley Regional School District No. 12 (hereinafter called the “Board”) and Marc Gosselin Jr. (hereinafter called the “Superintendent”) that the said Board in accordance with its action on October 17, 2022 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Marc Gosselin Jr. as Superintendent of Schools and that the said Marc Gosselin Jr. hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

### **1. CERTIFICATION:**

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 or be otherwise permitted by law 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 and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent will be bound by the Board policies, regulations, motions and directives and shall be responsible for their maintenance, administration and enforcement. 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 such consideration.
- B. The Superintendent will be responsible for establishing annual goals for his administrative team that align with and advance the goals of the Board. The Superintendent shall also be responsible for providing suggestions and leadership to assist the Board in the development of the annual budget, long-range strategic plans, and the capital plan. Each of these shall be presented to the Board annually or as otherwise appropriate for approval in accordance with a schedule established by the Board after consultation with the Superintendent.
- C. 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.

**3. TERM:**

The term of said employment is from January 1, 2023 to June 30, 2025. 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 first year of a three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board of Education shall vote on a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that his 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 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) Two Hundred Twenty Thousand Dollars (\$220,000.00) in periodic payments in accordance with the established pay dates for the school district for certified staff ("Base Salary Component A"), and (b) an additional sum equal to Six (6.0%) Percent of Base Salary Component A ("Base Salary Component B") 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 annual deferral deducted from his 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 of the Board that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service. Collectively Base Salary Component A and Base Salary Component B are referred to as "Base Salary".
- B. The annual Base Salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract year. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding 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 twenty (20) sick days annually, cumulative to one hundred eighty (180) days. Unused sick days shall not be compensated when employment terminates. A medical certificate may be requested for sick leave if the absence recurs frequently or, if in the judgment of the Chairperson, there is reasonable cause for requiring such a certificate. The Board recognizes that there are times when prolonged illness or accident that incapacitates for an extended period of time will cause the Superintendent to exhaust all accumulated sick leave. The Board, at its sole discretion, may review the circumstances for consideration and grant additional sick days with or without pay. Should the Board elect to provide short-term disability insurance, the accumulated sick leave may be adjusted to reflect the additional coverage.
- B. The Board of Education shall provide the Superintendent with twenty (20) vacation days annually, which shall accrue pro rata monthly. Such days shall be taken during the year in which they are earned. Upon termination of employment the Superintendent will be paid for unused vacation days at the daily rate of 1/260 of annual Base Salary Component A times the number of accrued and unused days. In the event of death, accrued and unused vacation pay will be paid to the Superintendent's estate. The Superintendent shall provide reasonable notification to the Board Chairperson of vacation days in advance.
- 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 up to five (5) personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Board of Education shall provide the Superintendent and his dependents with the same health insurance coverage as is provided to a majority of school district administrators at the time this contract is signed. The Superintendent shall pay the same premium cost share as such other administrators. Such health insurance coverage and/or provider may change from time to time or certain features may be discontinued.
- F. The Board shall provide the Superintendent with term life insurance during the term of this Agreement in an amount equal to two times the salary set forth in Section 4(A)(a) above. The Superintendent is responsible for

payment of taxes resulting from the payment of this benefit. Such coverage is subject to requirements of the insurance carrier, which may include a physical examination as defined by insurance provider.

- G. The Board shall provide the Superintendent with a long-term disability insurance policy to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Agreement in case of qualifying disability after a suitable qualifying period as may be provided for and in accordance with the policy on file in the Board offices. Such disability insurance coverage shall be the same as is provided to a majority of school district administrators at the time this contract is signed, and the Superintendent shall pay the same premium cost share as such other administrators. Such disability insurance coverage and/or provider may change from time to time or certain features may be discontinued.
- H. The Superintendent shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of his professional duties. Such expenses shall be in accordance with Board policies and within the amounts budgeted for such expenses, and may require advance approval in writing by the Board Chairperson. All travel and business expenses shall be submitted in writing along with supporting documentation and receipts as appropriate. The Superintendent will receive a mileage allowance of four hundred dollars (\$400) per month as reimbursement for miles incurred using his personal automobile for school business. This payment will be made in two equal installments in July and January.

## **6. OUTSIDE ACTIVITIES:**

- A. It is understood that the Superintendent may be active in local, state, regional, and national educational and professional activities as the leader and representative of the Region 12 Public Schools. Out-of-pocket expenses for such activities, as provided for in the district budget and in accordance with Section 5(H), will be borne by the Board. The Board will expect periodic reports on these activities, including how such activities benefit Region 12.
- 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 Litchfield Area Superintendents' Association.

## **7. EVALUATION:**

- A. The Superintendent will submit to the Board a recommended format for said evaluation and assessment of his performance (hereinafter "evaluation format"). The evaluation format will be reasonably objective and will contain evaluation guidelines for at least the following areas: board-superintendent relations, community relations, personnel relations

(evaluations and development of administrators and staff), educational program, business matters, professional leadership and personal qualities. The Board will meet and discuss the evaluation format with the Superintendent in accordance with Connecticut General Statute 10-157, and agree on the development and adoption of evaluation guidelines and criteria. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this Agreement.

- B. The Board shall evaluate the Superintendent prior to the expiration of each Regional School District 12 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 in executive session 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-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.
- C. The Board may terminate the contract of employment during its term for one 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.

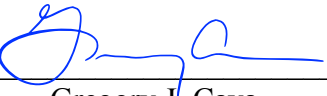
- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.
- E. In the event the Board seeks to terminate the contract for one 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 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 his own counsel, at his own expense. Any time limits established herein may be waived by mutual 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.
- G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and accrued vacation benefits provided in this Agreement.

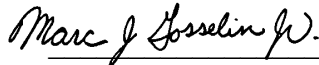
## **9. GENERAL PROVISIONS:**

- 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 Agreement 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. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.

BOARD OF EDUCATION OF  
SHEPAUG VALLEY REGIONAL  
SCHOOL DISTRICT NO. 12

SUPERINTENDENT

By  10/19/2022  
Gregory J. Cava                      Date  
Its Chairman

 10 / 18 / 2022  
Marc Gosselin Jr.                      Date