

**CONTRACT OF EMPLOYMENT  
SUPERINTENDENT OF SCHOOLS  
AMITY REGIONAL SCHOOL DISTRICT NO. 5**

It is hereby agreed by and between the Amity Regional School District No. 5 Board of Education (hereinafter the "Board") and Charles Dumais (hereinafter 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 13, 2016, has and does hereby employ the said Charles Dumais as Superintendent of Schools for the Amity Regional School District No. 5 and that Charles Dumais hereby accepts employment as Superintendent of Schools of the Amity Regional School District No. 5 upon the terms and conditions hereinafter set forth in this contract.

1. **DUTIES**

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

The Superintendent will have the authority, subject only to Board approval, to organize, reorganize and arrange the administrative and supervisory staff which in his judgment best serves the Amity Regional School District No. 5; that the administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff; that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent, provided, however, that the powers contained in this contract are subject to the rules and regulations made by the Board from time to time.

The Superintendent shall be invited to attend all meetings of the Board and/or its committees, both in public and in executive session, with the exception of either executive session discussions concerning the Superintendent's performance, status or contract (except where such attendance is required by law) or under circumstances that the Board deems that the Superintendent's attendance is not required.

The Superintendent must meet requirements, pursuant to Section 10-145f(b) of the Connecticut General Statutes; that the Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Connecticut as directed by the Board of Education; and that the Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the life of this contract.

2. **WORK YEAR**

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

3. **TERM**

The term of the Superintendent's contract of employment with the Board shall be from July 1, 2016 through June 30, 2019.

- 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 for 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 7 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. **COMPENSATION**

The Superintendent's salary shall be negotiated between the Board and the Superintendent. 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 contract.

It is provided, however, that by doing so it shall not be considered that the Board has entered into a new contract with the Superintendent or that the termination date of the existing contract has been extended. Under no circumstances shall the salary for subsequent years be less than the salary for the prior year.

For the period from July 1, 2016 through June 30, 2019, the Superintendent shall be paid the following:

- (a) For the period from July 1, 2016 through June 30, 2017: (1) a base annual salary of two hundred two thousand and five hundred fifty-one dollars (\$202,551) payable in installments in accordance with the Board's regular payroll practices; and (2) an additional amount equal to six thousand dollars (\$6,000.00) payable in two 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 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 that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service.

- (b) For the period from July 1, 2017 through June 30, 2018: (1) a base annual salary to be negotiated between the Board of Education and Superintendent, that shall be no lower than two hundred two thousand and five hundred fifty-one dollars (\$202,551) payable in installments in accordance with the Board's regular payroll practices. In the event that the Board and the Superintendent are unable to reach an agreement on terms with regard to the Superintendent's base salary, the base salary in effect for the preceding year shall remain in effect; and (2) an additional amount equal to six thousand dollars (\$6,000.00) payable in two 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 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 that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service.
- (c) For the period from July 1, 2018 through June 30, 2019: (1) a base annual salary to be negotiated between the Board of Education and Superintendent, that shall be no lower than two hundred two thousand and five hundred fifty-one dollars (\$202,551) payable in installments in accordance with the Board's regular payroll practices. In the event that the Board and the Superintendent are unable to reach an agreement on terms with regard to the Superintendent's base salary, the base salary in effect for the preceding year shall remain in effect; and (2) an additional amount equal to six thousand dollars (\$6,000.00) payable in two 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 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 that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service.
- (d) To the extent the amount specified in (a)(2), (b)(2) or (c)(2) above 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 his salary set forth in (a)(2), (b)(2) or (c)(2) above for the 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 his 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 in (a)(2), (b)(2) or (c)(2) 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.

- (e) For the 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 salary equal to the sums specified in (a)(1) and (2), (b)(1) and(2) and (c)(1) and (2) above without regard to any salary reduction elected by the Superintendent pursuant to (a)(2), (b)(2), (c)(2) or (d) herein.
- (f) 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.
- (g) 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.
- (h) The Superintendent will be paid an annual salary in accordance with Board policy presently prevailing and governing payment of professional staff members in the school system.

5. **FRINGE BENEFITS**

A. The Superintendent shall be entitled to twenty-five (25) days of vacation in each full year of this contract. 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 elect to be paid on a per diem basis for a maximum of five (5) unused vacation days per year, provided funds are available. If the Superintendent wishes to take one (1) week or more of vacation at a time, he 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 any vacation days not used during a contract year shall be granted to the Superintendent on a pro-rata basis upon retirement in that contract year at the Superintendent's per diem rate at the time

of his retirement provided that he has given the Board written notice of such retirement at least ninety (90) days prior to the effective date of such retirement.

- Payment for vacation days not used during a contract year shall be made to the Superintendent on a pro-rata basis in the event he terminates his services with the Board during that contract year at the Superintendent's per diem rate at the time of his termination provided that he has given the Board written notice of such termination at least ninety (90) days prior to the effective date of such termination.
  - In the event of the death of the Superintendent, his spouse and/or children shall receive payment for his pro-rata vacation days at the Superintendent's per diem rate at the time of his death.
- B. The Superintendent shall be entitled to seventeen (17) sick days annually cumulative to two hundred (200) days. The number of sick days shall be pro-rated for any partial years of service as Superintendent. Any unused accumulated sick days shall not be paid upon either retirement or termination.
- C. 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.
- D. The Board shall provide the Superintendent with a term life insurance policy in the amount equal to three (3) times his 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.
- E. The Superintendent shall receive remuneration at his per diem rate 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.
- F. The Board shall provide health and dental insurance for the Superintendent, his spouse and eligible dependents under a health insurance plan selected by the Superintendent from the plans offered to other professional administrative staff employed by the Board (with the High Deductible Health Plan offered as the core plan with a buy-up provision in accordance with the terms set forth in the administrators' contract).

Coverage will take effect on the first date of actual employment. All coverage shall be subject to the eligibility requirements of the carrier.

The Board shall pay seventy-nine percent (79%) of the cost of the health and dental insurance premium, with the Superintendent paying the remaining twenty-one percent (21%) through payroll deductions starting on July 1, 2016.

Premium share contributions for subsequent years will be in accordance with the terms of the administrators' contract. In the event that the Board changes carriers or plans for administrators, such health insurance plan(s) shall be substituted for the aforementioned plans with Superintendent selecting from such plans and the premium share shall remain unchanged.

- G. The Board shall provide long-term disability (LTD) insurance coverage for the Superintendent in the amount of sixty percent (60%) of salary payable to age sixty-five (65) after a one hundred eighty (180) day waiting period. Effective November 1, 2016, the employer paid premium shall be included in the Superintendent's wages (i.e., grossed up), then deducted from the Superintendent's paycheck in order to allow any LTD benefits payments to be tax free.
- H. The Board encourages the Superintendent to continue his professional development and expects him 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 his duties as Superintendent, with the expenses to be paid by the Board.
- I. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations at his own expense, except as provided herein, provided that he receives prior written approval from the Board to engage in such activities, and provided that such activities do not interfere with the meeting of his responsibilities as Superintendent.
- J. 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 Amity Regional School District No. 5 shall pay for other professional and civic group memberships which 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.

- K. The Superintendent shall receive a two thousand dollar (\$2,000) annual stipend (to be paid on a bi-weekly basis) for holding an earned Ph.D. or Ed.D.

## 6. 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.

## 7. TERMINATION

- A. The parties may, by mutual consent, terminate the Agreement at any time.
- B. The Board may terminate this contract of employment during its term for one 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.
- C. 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.

- D. The Superintendent shall be entitled to terminate this Agreement 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 between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

8. **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 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 parties have hereunto signed and sealed this contract and a duplicate thereof this 3rd day of August, 2016.

SIGNED:



Charles Dumais, Superintendent

SIGNED:



William T. Blake, Chairman