

WEST HARTFORD BOARD OF EDUCATION
West Hartford, Connecticut

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT, made as of the 6th day of June, 2017, between the BOARD OF EDUCATION OF WEST HARTFORD, CONNECTICUT, acting herein by Dr. Mark Overmyer-Velazquez, its Chairperson (hereinafter referred to as the "Board") and Mr. THOMAS MOORE (hereinafter referred to as the "Superintendent").

WITNESSETH

1. EMPLOYMENT

The Board hereby employs Mr. Thomas Moore and Mr. Thomas Moore hereby accepts employment as Superintendent of Schools in the Town of West Hartford upon the terms and conditions hereinafter set forth, subject to the provisions of Conn. Gen. Stat. § 10-157. The parties agree that Mr. Moore's holding and maintaining a valid Connecticut State Department of Education certificate to serve as Superintendent of Schools is an essential condition to this Agreement.

2. DUTIES

A. Powers and Duties

The Superintendent is engaged as Superintendent of Schools in the Town of West Hartford to supervise, direct and administer the educational program of the school district. His powers and duties shall be those as prescribed for superintendents, generally, by the laws dealing with education in the State of Connecticut, those prescribed in the policies of the West Hartford Board of Education, as the same may from time to time be amended, including Board Policy 2120, and those prescribed in Rules and Regulations of the state Commissioner of Education, as the same from time to time may be promulgated.

B. Performance Objectives and Evaluation

The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Agreement. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and the annual goals and objectives that will be agreed by June 30, 2015 and each June 30 thereafter.

The Board shall devote a meeting, at least annually, to a discussion of the working relationship between the Superintendent and the Board. Either the Superintendent or the Board may initiate more frequent discussions if either deems it appropriate. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in

any respect, the Board may describe in writing, in reasonable detail, specific instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The response shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

3. TERM

The term of said employment is from July 1, 2017 through June 30, 2020. Prior to the end of the first year of this Agreement (June 30, 2018), the Board may vote on a new agreement with the Superintendent. Prior to the end of the second year of this Agreement (June 30, 2019), the Board shall vote on a new agreement with the Superintendent. In the event a new agreement is entered into, the time remaining under the old contract, if any, shall be incorporated into the new contract. At no time shall the Superintendent be under contract or contracts to the Board for a period greater than three (3) years. Anything in this section to the contrary notwithstanding, the provisions of Section 8 shall take precedence and the Superintendent's employment may be terminated under the provisions of this Agreement.

4. BASE SALARY

- A. For the period July 1, 2017 through June 30, 2018, the base salary of the Superintendent shall be the sum of (a) periodic payments at the annual rate of Two Hundred Six Thousand Five Hundred and Sixty-Two Dollars (\$206,562) payable in equal installments on regular pay dates as established by the Board, plus (b) an additional sum of Seventeen Thousand Dollars (\$17,000), as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he 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, plus (c) an additional sum equal to Seventeen Thousand Dollars (\$17,000) 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.

After discussions with the Superintendent, salary for subsequent years of this Agreement shall be set by the Board by June 30 of each year, provided that salary in any subsequent year shall not be less than that in the previous year.

- B. 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 sum specified in Section 4(A)(a) through (c) above without regard to any salary reduction elected by the Superintendent pursuant to Section 4(A) above.

5. FRINGE BENEFITS

The Superintendent shall be entitled to holidays, vacation time, sick leave, disability insurance, group life insurance, personal leave and all other benefits, including the Board contributions to health savings accounts for eligible employees and the Board payment of premiums and the contributions for the health savings account for the Superintendent's family level of health and dental insurance coverage, as currently set forth in the current West Hartford Administrators' Association ("WHAA") contract not enumerated in this contract. The Board will also pay the full premium cost of single plan health and dental insurance coverage of the Superintendent.

With regard to vacation time, the Superintendent may elect not to use up to fifteen (15) days of vacation leave each fiscal year and may instead receive a lump sum payment for such unused vacation at the Superintendent's regular rate of pay. Such amount, if any, shall be included on the Superintendent's W-2 earnings.

Upon retirement or death, (a) the Superintendent will be paid the equivalent of one-half (1/2) of his total accumulated unused sick leave, with the maximum paid not to exceed eighty (80) days at the rate of 1/220 of his annual salary.

Upon retirement, the Superintendent shall be eligible to participate in the same or comparable health and prescription drug programs in which he participated immediately prior to retirement as are provided to other district administrators, provided that he will not receive such coverage for any period during which he is eligible for individual group health insurance coverage through another employer, and provided further that he must enroll in Medicare at age 65. The cost of the health and prescription drug program shall be provided by the Board to the Superintendent without cost sharing. However, the monthly subsidy from the Connecticut State Teachers Retirement System that the Superintendent receives will be used to subsidize the Board's monthly premium. Such coverage shall apply for the life of the Superintendent.

6. MEDICAL EXAMINATION

It is understood that the Superintendent will undergo an annual comprehensive medical examination at the expense of the Board, the results of which are to be shared with the Chair of the Board on a confidential basis.

7. OUTSIDE ACTIVITIES

A. Professional activities

It is understood that the Superintendent will be active in local, state, regional, national and international educational and professional activities as the leader and representative of the West Hartford Public Schools. 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. Consultative work

It is understood that the Superintendent during the term of this employment may, unless the Board objects, engage in other compensable activities, professional or otherwise that would not be in conflict with the performance of his duties as Superintendent. The Superintendent shall notify the Board in writing prior to undertaking any other compensable activities. The Board may at any time request the Superintendent to give an accounting of his outside activities and any income derived therefrom.

8. TERMINATION

A. Mutual consent

The parties may, by mutual consent, terminate this Agreement at any time.

B. Resignation or Retirement

The Superintendent shall give the Board prior written notice of his resignation or retirement of no less than ninety (90) days.

C. Termination for cause

The Board may terminate this Agreement 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

In the event that the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days of receipt from the Board of written notice that 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 twenty (20) 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 on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive session if agreed by the Superintendent and the Board. The Superintendent shall have the right to legal counsel at his own expense.

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

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 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.

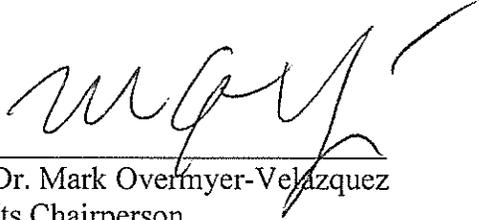
C. This contract shall be deemed binding whether signed in full or in counterpart.

IN WITNESS WHEREOF, the parties have executed this contract.

WEST HARTFORD BOARD
OF EDUCATION

MR. THOMAS MOORE

By



Dr. Mark Overmyer-Velazquez
Its Chairperson

