

## EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Salem (hereinafter called the "Board") and Mr. Brian Hendrickson (hereinafter called the "Superintendent") that the said Board in accordance with its action on Aug. 15, 2022 pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Mr. Brian Hendrickson as Superintendent of Schools and that Mr. Brian Hendrickson hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth in this Agreement.

### 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 to serve as Superintendent of Schools, this Agreement shall terminate immediately without any right to the proceedings provided in Section 8 or any other redress at law or in equity.

### 2. DUTIES:

- A. The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board of Education and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. 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 the Board's attention.
- B. The Superintendent or his designee as approved by the Board shall attend all meetings of the Board 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 AND WORK SCHEDULE:

- A. The term of employment under this Agreement shall commence on July 1, 2022. This Agreement shall continue up to and through June 30, 2025 subject to the termination provisions provided herein.
- B. It is generally understood by the parties that the nature of a Superintendent's work often blends time between regularly scheduled work on-site and emergent and priority situations that require work to be performed from off-site locations and can be a job that requires attention seven (7) days per week. The Superintendent is expected to exercise discretion in scheduling on-site work hours to most effectively meet the needs of the

District, and at a minimum will include twenty eight hours (28) of work, no less than twenty-four (24) hours per week of which will be on-site. The Superintendent shall maintain as consistent a schedule of on-site duties as is feasible and shall strive to be on-site each day school is in-session.

- C. The Board will provide reasonable flexibility in scheduling, to accommodate needs including but not limited to attendance at selected school-related meetings or events held in the evening, illness, and personal needs of the Superintendent. The Superintendent's attendance at meetings of the Board or its Subcommittees that occur in the evening will be considered a part of the normal workday for that date.
- D. The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent's employment for an additional period not to exceed three (3) years at any time:
  - 1. Prior to the end of the first year of a three-year agreement, the Board, at the request of the Superintendent, may vote for a new agreement.
  - 2. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board 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.
  - 3. 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 annualized base salary of the Superintendent for the 2022-2023 school year (subject to proration based upon for service of less than one year) shall be the sum of i) ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED DOLLARS (\$113,300.00) in periodic payments in accordance with the established pay dates for the school district, ii) THREE THOUSAND DOLLARS (\$3,000) for an annual doctoral stipend in periodic payments in accordance with the established pay dates for the school district, and iii) an additional amount of ELEVEN THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$11,650.00), to be paid to the Superintendent in substantially equal installments during the contract year as an employer contribution on a pre-tax basis as permitted under Section 403(b) of the Internal Revenue Code, as amended, and shall be 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.
- 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 term. 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 Agreement 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. In the event that the Superintendent is hired for a new term, a new contract of employment shall be executed by the parties to supersede this Agreement. At no time shall the Superintendent be under contract or contracts to the Board for a period greater than three (3) years.

## **5. FRINGE BENEFITS AND WORKING CONDITIONS:**

- A. As the work week defined under Section 3.B. includes a minimum of 24 hours on-site, the Superintendent shall use fringe benefit time should on-site hours in a given week fall below this number.
- B. The Board shall provide the Superintendent with fifteen (15) sick days annually (subject to service of less than one year) cumulative to one hundred forty-four (144) days. Unused sick days shall not be compensated when employment terminates. For purposes of calculating the work week for the Superintendent in Section 3.B, a sick day will be treated as 8 hours worked.
- C. The Board shall provide the Superintendent with five (5) personal days annually (subject to proration based upon his start date and for service of less than one year), with such days to be taken during the year in which they are earned. Unused personal days shall not be compensated when employment terminates. For purposes of calculating the work week for the Superintendent in Section 3.B, a personal day will be treated as 8 hours worked.
- D. The Board shall provide the Superintendent with twenty-one (21) vacation days annually (subject to service of less than one year), with such days to be taken during the year in which they are earned. Notwithstanding the foregoing, the Superintendent may (with prior written notification to the Board) carry over up to ten (10) days from one year into the next year, without any further accumulation. Vacation for a partial year of service shall be prorated. Unused vacation days shall not be compensated when employment terminates. For purposes of calculating the work week for the Superintendent in Section 3.B, a vacation day will be treated as 8 hours worked.
- E. The Superintendent shall have the holidays on which the Board offices are closed. For purposes of calculating the work week for the Superintendent in Section 3.B, a holiday will be treated as 8 hours worked.
- F. The Board shall provide the Superintendent with the same health and dental insurance coverage as is currently provided to the other Salem school administrators, which is currently as follows:

- i. For **Health Insurance**, the Connecticut State Partnership Plan 2.0 (“SPP”), as may be amended. The administration of the SPP, including beneficiary eligibility and changes, plan design (including co-pays) and other administration provisions shall be as established by the SPP. The premium cost share for this plan shall be as follows: the Board shall pay 83%, and the Superintendent shall pay 17% of the cost of providing the health insurance coverage described herein for the 2022-2023 school year.
  - ii. For **Dental Insurance**, the Board will provide the Superintendent and his family with full service dental insurance according to the provider of record. The plan shall include a \$1,500 annual maximum. The premium cost share for such dental insurance shall be as follows: the Board shall pay 80%, and the Superintendent shall pay 20% of the cost of providing the dental insurance coverage described herein for the 2022-2023 school year.
- G. The Board shall offer to the Superintendent the opportunity to purchase a long-term disability insurance policy to compensate the Superintendent for sixty percent (60%) of the Superintendent’s base salary under this Agreement after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained. The Superintendent is responsible for making payment of any premiums for said policy.
- H. The Board will provide the Superintendent term life insurance in the face amount of two times the base annual salary through a company of its choice, and pay the full cost thereof, with the Superintendent entitled to name all beneficiaries.
- I. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties, including but not limited to reimbursement for his use of his cell phone in the performance of said duties.
- J. The Board agrees to provide the Superintendent with up to \$3,000 to reimburse the Superintendent for his travel expenses (inclusive of attendance at work related conferences) incurred in the performance of his duties under this Agreement. Such reimbursement is inclusive of reimbursement for use of his own automobile outside of **town on school business, for which he shall be reimbursed at the IRS reimbursement rate** for mileage on vouchers to be submitted by him.
- K. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Salem School District. Accordingly, the Board shall provide to the Superintendent up to \$1,200.00 annually for educational and professional activities. Such payment shall consist of reimbursement for all out-of-pocket expenses, including travel costs, incurred by him with regard to such educational and professional activities, as supported by periodic reports and documentation of such activities by the Superintendent, as long as such activities are provided for in the District budget and such reimbursement out of this account does not exceed \$1,200 annually.

## **6. OUTSIDE ACTIVITIES:**

- A. 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 Area Superintendents' Association.
- B. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, he shall provide the Chairperson written notice of such activities

## **7. EVALUATION:**

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and board of education relations, and personal and professional qualities and relationships. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. 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 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 thirty (30) 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 to the full Board on its activities and the results thereof within ninety (90) days, 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 this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement voluntarily upon written notice of ninety (90) days.
- C. The Board may terminate this Agreement 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. Other due and sufficient cause.
- D. Prior to initiating any termination proceedings as set forth below, the Board in its discretion 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 the 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, consistent with the law (including the Connecticut Freedom of Information Act). The Superintendent shall have the right to his own counsel, at his own expense. Any time limits established herein may be waived by mutual written 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.

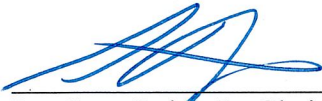
G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated/unused sick leave, vacation and insurance benefits provided in this Agreement.

**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.

SALEM BOARD OF EDUCATION

SUPERINTENDENT



By: Sean Reith, Its Chairman

By: Mr. Brian Hendrickson

8-15-22  
Date

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Date