EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT

It is hereby agreed by and between the Board of Education of Regional School District 17 (hereinafter called the "Board") and Jennifer Frese-Miller (hereinafter called the "Assistant Superintendent") that the said Board in accordance with its action on July 1, 2023 has and does hereby employ the said Jennifer Frese-Miller as Assistant Superintendent and that Jennifer Frese-Miller hereby accepts employment as Assistant Superintendent upon the terms and conditions hereinafter set forth. The Assistant Superintendent's contract is hereby revised due to the new HKAA Collective Bargaining Agreement from 2023-2026.

1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Assistant Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Assistant Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Assistant Superintendent not otherwise hold valid certification to serve as Assistant Superintendent, this Agreement shall terminate immediately by its terms.

2. DUTIES:

The Assistant Superintendent is a senior-level administrator reporting directly to the Superintendent of Schools, and serves as an integral member of the Superintendent's Leadership Team. The Assistant Superintendent will directly supervise District administrators and collaborate with them to provide ongoing development, improvement and advancement of teaching and learning, accountability, and professional learning, and to ensure each and every student has access to a quality educational experience in accordance with the RSD 17 Strategic Plan. The Assistant Superintendent will oversee human resources/talent management, professional development, performance management systems, grants management, and district accountability.

3. TERM:

The term of said employment is from July 1, 2023 to June 30, 2026. The Assistant Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Assistant Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time.

4. BASE SALARY:

- A. The annual base salary of the Assistant Superintendent shall be paid, in periodic payments in accordance with the established pay dates for the school district.
- B. The Board will provide the Assistant Superintendent with an annual tax-sheltered

annuity payment of \$3,500.

Year	Date	Amount	TSA
1	July 1, 2023-June 30, 2024	\$179,137	\$3,500
2	July 1, 2024-June 30, 2025	\$183,615	\$3,500
3	July 1, 2025-June 30, 2026	\$188,205	\$5,000

5. OTHER BENEFITS:

- A. The Board of Education shall provide the Assistant Superintendent with 18 sick days annually cumulative to 180 days. Unused sick days shall not be compensated when employment terminates.
 - 1. Thirty cumulative sick days will be provided by the Board for the Assistant Superintendents use, if needed, effective the start date of this contract. The Assistant Superintendent will not begin to accrue additional (beyond 30) cumulative sick days until she has accumulated 30 days under the provision of this contract.
- B. The Board of Education shall provide the Assistant Superintendent with 25 vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to and approval of the Superintendent, the Assistant Superintendent may request to "carry-over" five days to the following year. The "carried over" days must be used or forfeited in that following year.

In the event of death, unused and accrued vacation pay will be paid to the Assistant Superintendent's estate.

- C. The Assistant Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Assistant Superintendent annually with 3 (three) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours.
- E. If the Assistant Superintendent elects, the Board shall provide the Assistant Superintendent and eligible dependents health insurance coverage through the CT State Partnership Plan.

Should the Assistant Superintendent choose health care coverage, she shall contribute to the premium cost as follows:

Year 2023-2024	24.5%
Year 2024-2025	24.5%
Year 2025 - 2026	24.5%

The Board has the discretion to change insurance carriers or programs at any time provided that the replacement coverage is comparable but not necessarily the same as the existing coverage in benefits and function.

- F. The Board shall provide the Assistant Superintendent with 2.5 times her base salary of term life insurance during the term of this Agreement.
- G. The Board shall pay the premium for a long-term disability insurance policy as is provided to a majority of RSD 17 school district administrators at the time this contract is signed. Should said long-term disability insurance coverage for such other administrators change, the Board and the Assistant Superintendent shall negotiate over changes to this provision.
- H. The Assistant Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties.

6. OUTSIDE ACTIVITIES:

- A. It is understood that the Assistant Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Regional District 17 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. The Board shall pay the full cost of the Assistant Superintendent's professional association memberships in the Connecticut Association of Public School Assistant Superintendents, and the American Association of School Administrators. In addition, the District shall pay for other professional and civic group memberships which the Assistant 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 Superintendent. The amount of \$2,000 dollars will be set aside for the Assistant Superintendent's Professional Development related to her position and responsibilities.

C. The Assistant 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 her responsibilities as Assistant Superintendent. When such activities provide remuneration to the Assistant Superintendent, she shall provide the Superintendent written notice of such activities.

7. EVALUATION:

The Superintendent shall evaluate the Assistant Superintendent prior to the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Superintendent shall discuss the Assistant Superintendent's performance with her. A copy of the written evaluation shall be delivered to the Assistant Superintendent within ten (10) days of its completion, and the Assistant Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Assistant Superintendent's personnel file.

8. TERMINATION:

- A. The parties may, by mutual consent, may terminate the contract at any time.
- B. The Assistant Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety 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 Assistant 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, ineffectiveness, 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 Assistant 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 Assistant Superintendent written notice that termination of her 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 Assistant 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 Assistant 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 Assistant Superintendent. The Assistant Superintendent shall have the right to her own counsel, at her own expense.

F. Nothing in this provision shall be deemed to give tenure, or statutory rights associated with tenure, to the Assistant Superintendent at an earlier date than provided in Section 10-151 of the Connecticut General Statutes.

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. Upon signing, it supersedes all prior agreements between the parties.

REGIONAL SCHOOL DISTRICT 17 ASSISTANT SUPERINTENDENT **BOARD OF EDUCATION**

Jeffrey Wihbey

Superintendent of Schools

Assistant Superintendent