EMPLOYMENT CONTRACT FOR RSD17 SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of Regional School District 17 (hereinafter called the "Board") and Mr. Jeffrey Wihbey (hereinafter called the "Superintendent') that the said Board in accordance with its action on August 3, 2021 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Mr. Jeffrey Wihbey as Superintendent of Schools and that Mr. Jeffrey Wihbey hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

I. 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 by its terms.

II. DUTIES:

1. 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. 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 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.

2. 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 and shall personally attend such Committee meetings or send a designee.

III. TERM:

The term of said employment is from July 1, 2024, to June 30, 2027. 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:

1. Prior to the end of the first year of a three-year agreement, the Board at the written request of the Superintendent, may vote for a new three-year agreement. If the Superintendent

requests a new three-year agreement and the Board does not fulfill this request, it does not indicate a performance issue unless it is accompanied by the required steps described under Section VII: EVALUATION, Section 4 of this contract.

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 of Education shall vote on whether it intends to extend the Superintendent a new three-year 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 with this contract clause.

3. Anything in this paragraph to the contrary notwithstanding, the provisions of section VIII shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

IV. ANNUAL SALARY:

The annual base salary of the Superintendent shall be paid in periodic payments in accordance with the established pay dates for the school district, and shall be the sum of (a) the salary amount for each year as set forth in the chart below, and (b) an additional sum for each year as set forth in the chart below 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, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, if applicable, 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 in accordance with Section 403(b) of the Internal Revenue Code, as amended, and (c) stipend of $1,500 if the Superintendent possesses a doctorate degree from an accredited school commencing in 2026-2027.

DATE	AMOUNT	ANNUITY	TOTAL ANNUAL SALARY
July 1, 2024 – June 30, 2025	$210,120	$7,500	$217,620
July 1, 2025 – June 30, 2026	$214,321	$9,000	$223,321
July 1, 2026 – June 30, 2027	$219,137	$10,500	$229,637

V. OTHER BENEFITS:

1. The Board of Education shall provide the Superintendent with 17 sick days annually. Unused annual sick days can be cumulative up to 180 days. Unused sick days shall not be compensated when employment terminates.

1a. Thirty cumulative sick days will be provided by the Board for the Superintendents use, if needed, effective the start date of this contract. The Superintendent will not begin to

accrue additional (beyond 30) cumulative sick days until he has accumulated 30 days under the provision of section V. 1. in this contract.

2. 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 Superintendent shall negotiate over changes to this provision.

3. The Superintendent shall have the holidays on which the Board offices are closed.

4. The Board of Education shall provide the 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 Board, the 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.

The Board shall provide the Superintendent annually with 4 personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours.

5. In the circumstances of five or more consecutive planned vacation/personal days the Superintendent will report to the Chair of the BOE the days for which he will be out prior to taking them. The Superintendent will record all vacation, personal, and sick days in the RSD 17 attendance system.

6. If the Superintendent elects, the Board shall provide the Superintendent and eligible dependents health insurance coverage through the insurance plan provided to certified employees of the district.

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

Year 2024 -- 2025	26%
Year 2025 -- 2026	26%
Year 2026– 2027	26%

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.

7. The Board shall provide the Superintendent with 2.5 times base salary of term life insurance during the term of this Agreement.

8. The Board shall reimburse tuition expenses for completion of the Superintendent's Doctorate degree up to $3,500 in 2024-2025. If this tuition reimbursement is not used in the specified year, the reimbursement eligibility will be withdrawn. This benefit is offered for the continuation of an existing benefit currently enjoyed by the Superintendent in his previous role, and is generally not a benefit offered by RSD17.

9. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties outside the district.

10. The Superintendent shall be granted up to five (5) days for any death in the immediate family during the term of this Agreement. Immediate family is defined as spouse, children, parents, spouse's parents. Additional funeral leave may be granted at the discretion of the Board.

VI. OUTSIDE ACTIVITIES:

1. 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 Regional District 17 Schools. Out-of-pocket expenses, as provided for in the annual district budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities.

2. The Board shall pay the full cost of the Superintendent's professional association and civic group memberships submitted and approved each year in the annual budget.

VII. EVALUATION:

1. 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. The Superintendent's performance criteria shall include: (1) Whether the Superintendent has met the goals set for him by the Board; (2) Whether his relationship with the Board is in good standing, including whether he has kept the Board informed on issues, needs and operations, whether he has offered professional advice to the Board on items requiring Board action, and whether he has sought and accepted constructive analysis of his work; (3) His relationship with the HK (RSD17) communities; (4) His relationship with staff including whether he executes sound personnel procedures and practices including performance evaluation and professional development and recruits the highest quality available personnel; (5) His educational leadership including all aspects of the instructional program and a planned methodology assessing programs and student achievement, and his involvement in local, state, and national groups advocating for and informing public education; (6) His leadership in business and finance including whether he has effectively evaluated financial needs as part of the budget development process and ensured that funds are wisely spent; (7) His personal qualities including maintenance of high standards of ethics and integrity. The evaluation format, developed mutually by the Board and the Superintendent, shall be aligned to these criteria.

2. 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 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.

3. 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 not fewer than two (2) members of the Board to meet with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters; said board members may report 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.

VIII. **TERMINATION:**

1. The parties may, by mutual consent, terminate the contract at any time.

2. The 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 Superintendent, duly witnessed and recorded in the minutes, is acceptable.

3. The Board may terminate the contract of employment during its term for one or more of the following reasons:

a. Inefficiency, incompetence or ineffectiveness;
b. Insubordination against reasonable rules of the Board of Education;
c. Moral misconduct;
d. Disability as shown by competent medical evidence;
e. Other due and sufficient cause.

4. 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.

5. 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.

6. 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.

IX. GENERAL PROVISIONS:

1. 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.

2. 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
Board of Education

Superintendent

9/17/24

Suzanne C. Sack Date
Chair of the Board of Education, RSD 17

9/17/24

Mr. Jeffrey Wihbey Date