

AGREEMENT

BETWEEN

THE LEBANON BOARD OF EDUCATION

AND

THE SUPERINTENDENT

JULY 1, 2017 TO JUNE 30, 2020

**LEBANON PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT (2017 –2020)**

Subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, it is hereby agreed by and between the Lebanon Board of Education (hereinafter the "Board") and Robert J. Angeli (hereinafter the "Superintendent"), that the Board does hereby employ Robert J. Angeli as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Robert J. Angeli hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. CERTIFICATION

At all times during the term of this Agreement, the Superintendent shall possess and maintain a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the State of Connecticut, in accordance with Connecticut General Statutes. If the Superintendent fails to so possess or maintain such certification, then this Agreement shall be void, and the Superintendent's employment may be immediately terminated without any right to the proceedings provided in Section 10 or any other redress at law or in equity.

2. DUTIES

The Superintendent shall serve as the chief executive officer of the Board. In harmony with the policies of the Board of Education, and federal and state laws and regulations, 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. 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.

3. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations provided such activities do not interfere with his responsibilities as Superintendent, and provided that the Superintendent notifies the Board Chair prior to engaging in such activities.

4. TERM

This Agreement shall become effective on or after July 1, 2017, and shall remain in effect through and including June 30, 2020.

- A. Prior to the end of each year of this agreement, the Board shall meet to consider a new agreement. At least three (3) months prior to the end of each year of this agreement, the Superintendent shall notify the Board of this contractual requirement

and shall provide the Board with a copy of this contract clause. The Board shall vote on a new agreement only after the completion of the evaluation process under this contract.

- B. In the event that the Superintendent is hired for a new three-year term, the time remaining under the old contract shall be incorporated into the new contract and a three-year 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.
- C. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement

5. BASE SALARY

As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. The Superintendent's base annual salary shall consist of the following components during each year of this Agreement:

- A. A cash component of One Hundred Seventy Thousand Six Hundred Forty-four Dollars (\$170,644) per year;
- B. An additional sum of Five Thousand Dollars (\$5000) per year over and above the cash component set forth in Section 5A, as to which amount the Superintendent will arranged to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered company of his choice

The Superintendent's base salary, as set forth in Section 5A and 5B above, shall be payable in twenty-six (26) equal installments in accordance with the policy of the Board governing payment of other professional staff members on a 12-month pay period. The total base salary compensation, as set forth above, shall be subject to the State Teachers' Retirement Board contribution. 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 so doing it shall not be considered that either the Board has entered into a new contract with the Superintendent or that the termination date of the existing contract has been extended.

6. BENEFITS

- A. Sick Leave: The Superintendent shall accrue sick leave at the rate of twenty (20) days for each completed year of this Agreement, accumulative to two hundred ten (210) days.

- B. Life Insurance: The Board shall provide the Superintendent with a two hundred fifty thousand (\$250,000) dollar group term life insurance policy for the Superintendent and will pay the full annual premium for this insurance.
- C. Vacation Days: The Superintendent shall be entitled to twenty-five (25) days of paid vacation in each year of this contract. The Superintendent may accrue ten (10) unused vacation days to be paid out June 30th of the year. The ten (10) unused vacation days will be paid at a per diem rate of 1/260th of the Superintendent's current salary. Upon termination of employment (unless terminated for cause under Section 10 of this Agreement or under Section 1 of this Agreement), the Superintendent will be paid up to a maximum of ten (10) days of unused/accrued vacation at a per diem rate of 1/260 of the Superintendent's then base salary. The Superintendent shall not be entitled to payment for any other unused leave or vacation days.
- D. Holidays: The Superintendent will be provided the same paid holidays as set forth in the collective bargaining agreement between the Board and the Lebanon Administrators' Association.
- E. Travel/Expenses: The Superintendent shall receive a stipend of Two Hundred Twenty-five dollars (\$225) per month for reimbursement of travel and personal expenses.
- F. Personal Days: The Superintendent shall be entitled to five (5) personal days during each annual term of this contract period for personal business or emergencies which cannot be conducted outside of work time. He shall notify the Board Chair prior to using personal days.
- G. Bereavement Leave: The Superintendent shall be entitled to absence without loss of pay and without deduction from sick leave accumulation for a maximum of five (5) days in each year of this contract in the event of deaths of family or friends.
- H. The Board shall pay the Superintendent's annual fees and dues to the American Association of School Administrators and the Connecticut Association of Public School Superintendents. The Board may pay the fees and dues of other professional associations as requested by the Superintendent and approved by the Board. The Board shall reimburse the Superintendent for reasonable and necessary costs for participation in and attendance at appropriate local, state and national meetings, in-services and conferences, provided that the costs for such fees, dues, meetings, in-services, conferences and tuition under this contract shall not exceed Three Thousand Five Hundred Dollars (\$3,500) per contract year.
- I. The Board shall offer health insurance coverage for the Superintendent and his family during the term of this contract under the same group health and/or dental insurance plans and provisions (or substantially equivalent plans from any alternative carriers) that is currently provided to members of the Lebanon Administrators' Association.

To the extent allowed by law, including the rules and regulations of the Internal Revenue Service, and independent of the requirement that the Superintendent contribute to the cost of insurance benefits, the Superintendent shall be eligible to participate in the Board's Section 125 Plan.

J. Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for insurance coverage at any time during the term of this Agreement.

K. Disability: The Board will provide up to \$1,000 annually for the Superintendent to purchase disability insurance.

8. EVALUATION FORMAT

The Board shall evaluate and assess in writing the performance of the Superintendent annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. 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. If the Board and the Superintendent are unable to reach agreement on an evaluation format, the Board will determine the evaluation format. The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for a rating system both as to overall performance and the specific criteria set forth in the evaluation format.

9. EVALUATION

The Board, in executive session, shall evaluate the Superintendent no later than May 31st of each year of this Agreement, unless otherwise agreed between the Board and the Superintendent. In the event the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail said deficient performance indicating specific examples where appropriate. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent no later than June 30 of each year of this Agreement. The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated the Superintendent's performance to be deficient, in whole or in part, or has made recommendations as to areas of improvement, the Board Chair shall appoint a committee of not less than two (2) members of the Board to meet in executive session

with the Superintendent in an effort to assist him in improving his performance. Said committee shall report in writing to the Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) days of such meeting with the Superintendent. Thereafter, the Board may continue the committee and require additional reports when necessary.

At the first meeting to be held during the evaluation period, the Superintendent shall provide the Board this contract clause.

Notwithstanding anything in this section to the contrary, the provisions of Section 10 ("Termination") shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

10. TERMINATION

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days.
- C. The Board may terminate this Agreement prior to its expiration 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 which renders the Superintendent unable to carry out the essential functions of his job, as shown by competent medical evidence;
 - (5) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement 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 twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of the completion of such hearing and shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for its decision. Such hearing may be in executive or public session consistent with state and federal law. The Superintendent shall have the right to his own counsel at his own expense.

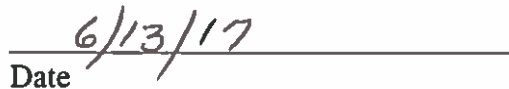
Any time limits established herein may be waived by mutual agreement of the parties.

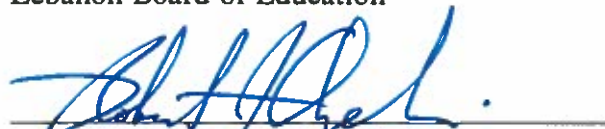
11. GENERAL PROVISIONS

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this contract on the day and year set forth below.


Albert Vertefeuille, Chair
Lebanon Board of Education


Date


Robert Angeli, Superintendent
Lebanon Public Schools


Date