

AGREEMENT

It is hereby agreed by and between the Board of Education of the Town of East Hartford, Connecticut (hereinafter called the "Board") and Nathan D. Quesnel (hereinafter call the "Superintendent") that the Board does hereby employ Nathan D. Quesnel as Superintendent of Schools of East Hartford, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Nathan D. Quesnel hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

Prior to commencing work under this Agreement, and at all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification by the Connecticut State Department of Education to serve as Superintendent of Schools.

2. Duties

The Superintendent shall serve as the chief executive officer of the Board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. 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 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.

The Superintendent shall attend all meetings of the Board of Education (unless excused for good cause by the Board Chair) and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration. The Superintendent or his designee, as authorized by the Board, shall attend all Board Committee meetings.

3. Terms of Agreement

A. This Agreement shall become effective on July 1, 2020, and shall remain in effect through and including June 30, 2023.

B. Prior to June 30, 2021, the Board may vote regarding whether the Board wishes to extend the term of this Agreement beyond June 30, 2023.

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.

4. Work Year

The work year for the Superintendent shall be twelve months.

5. Salary

As used in this Agreement, the term "year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. Salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Superintendent, except as expressly provided otherwise in this Agreement. As used in this Agreement, the term "per diem salary rate" shall be determined by dividing the Superintendent's total base annual salary by two hundred sixteen (216) work days.

The Superintendent's base annual salary for the 2020-21 contract year shall consist of the sum of the following components:

- a. A cash portion in the annualized amount of Two Hundred and Five Thousand Three Hundred and Fifty Nine Dollars (\$205,359).
- b. An additional sum of Six Thousand Dollars (\$6,000) 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 IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice.
- c. In the event the Superintendent earns a doctoral degree from an accredited college or university, the Superintendent shall be eligible to receive a five thousand dollar (\$5,000) annual stipend, as part of the Superintendent's base annual salary, effective upon the date that the Superintendent earns the doctoral degree. The stipend shall be pro-rated in the event that the Superintendent earns a doctoral degree after a contract year has begun.

The Superintendent's base salary, as set forth in Sections 5(a), 5(b) and 5(c) above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board.

The applicable base salary components as set forth in Sections 5(a), 5(b) and 5(c) above shall each be included in the calculation of the per diem rate of pay for the Superintendent. For the purposes of reporting the Superintendent's base salary to the Connecticut State Teachers' Retirement System, all of such components shall be included in the Superintendent's base annual salary, subject to the provisions of the Connecticut State Teachers' Retirement Act.

Prior to July 1, 2021 and July 1, 2022, respectively, the Board and the Superintendent shall enter into negotiations with respect to the amounts for the base salary components set forth in Sections 5(a) and 5(b) above, for the following contract year. In the event that the Board and the Superintendent are unable to reach agreement on such components for a particular year, the components in effect for the preceding year shall remain in effect.

6. Fringe Benefits

A. The Superintendent shall be entitled to full pay on legal holidays designated as holidays by the Board.

B. The Board of Education shall provide the Superintendent with twenty (20) sick days per fiscal year cumulative to one hundred fifty (150) days. The number of sick days shall be pro-rated for any partial years of service as Superintendent. On or before June 30 of each contract year, any sick days remaining in the current year's sick leave allotment for the Superintendent in excess of one hundred fifty (150) days shall be paid to the Superintendent at the rate of fifty percent (50%) of his per diem rate for such days. If the Superintendent's accumulated sick leave drops below one hundred fifty (150) days in any given year, this provision shall not apply for that year.

C. The Board of Education shall provide the Superintendent with two (2) personal days per year, to be used for personal business that cannot be transacted outside of work hours. The number of personal days shall be pro-rated for any partial years of service as Superintendent.

D. The Board of Education shall provide the Superintendent with thirty (30) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. The number of vacation days shall be pro-rated for any partial years of service as Superintendent. The Superintendent may carry over ten (10) days of vacation from one contract year to the next contract year, with notification to the Board Chairperson. The Superintendent may elect to be compensated at the Superintendent's per diem salary rate for up to five (5) days of unused vacation per year. If the Superintendent wishes to take one (1) week or more of vacation at a time, he shall notify the Board of the dates of such vacation. The Superintendent may not take more than (3) consecutive weeks of vacation without the prior approval of the Board Chair.

In the event of the death of the Superintendent, any earned but unused vacation pay will be paid to the Superintendent's estate. In the event that the Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, he shall be entitled to be paid for any unused vacation earned during the fiscal year in which he retires or resigns (and for up to five days of vacation carried over from the prior contract year, if applicable), provided that he has given the Board written notice of such resignation or retirement at least ninety (90) days prior to such resignation or retirement.

E. The Superintendent shall be entitled to elect health and dental insurance coverage for himself and for his eligible dependents under one of the health and dental insurance plans provided for certified teachers employed by the Board.

The Board will not fund any portion of the deductible if the Superintendent elects to enroll in the High Deductible Health Plan/Health Savings Account ("HSA plan").

The Board shall implement a Wellness Program which offers a financial incentive for the Superintendent to take a more active role in his health if enrolled in a District health plan. The Wellness Program requires employees to annually: (a) have their physician complete the Preventative Health Attestation Form utilized by the Board

certifying that they have had medical screenings appropriate for their age; (b) have their physician provide them with biometrical results; and (c) complete an on-line health risk assessment utilizing the biometrical results. The Superintendent will be required to submit written proof of completion to qualify for this contribution. Effective July 1, 2020, if the Superintendent fully complies with all of the Wellness Program requirements in a given year he shall receive a two hundred and fifty dollar (\$250.00) contribution into his Health Savings Account.

The Superintendent shall have the option to select any of the plans offered by the Board or to decline participation in any insurance plan. In the event that the Superintendent declines participation, the Superintendent may enroll in a health insurance plan only at such times as the plan permits. The Board retains the right to change its insurance plans to similar plans from time to time as it may do with its bargaining unit employees.

The Superintendent shall pay a share of the cost for medical and dental insurance as set by the Board. Effective July 1, 2020, the Superintendent's share shall be 10.0% percent of the premium cost toward the HSA plan. The Superintendent's share for dental insurance shall be 23.0% if enrolled in the dental insurance plan. The Superintendent shall pay insurance contributions with pre-tax dollars, pursuant to the Board's Section 125 plan. The Superintendent's insurance premium contributions shall be paid through payroll deduction. The Superintendent's insurance premium contributions for the remaining years of this Agreement shall be negotiated in conjunction with the salary negotiations described in Section 5 of the Agreement.

All insurance coverage 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 health insurance coverage at any time during the term of this Agreement.

F. The Board shall spend up to Two Thousand Five Hundred Dollars (\$2,500) per year for a group long-term disability insurance policy covering the Superintendent.

G. The Board shall provide term life insurance for the Superintendent with a face amount of Four Hundred Thousand Dollars (\$400,000). During the 2020-2021 fiscal year, the Board shall pay ninety percent (90%) of the premium costs for such coverage, with the Superintendent paying the remaining percentage through payroll deduction. The life insurance premium contributions for the remaining years of this Agreement shall be negotiated in conjunction with the salary negotiations described in Section 5 of the Agreement.

H. The Board agrees to reimburse the Superintendent for travel expenses incurred in the performance of his duties under this contract. For the use of his own automobile on school business within the district, the Superintendent will receive one hundred dollars (\$100) per month. Such one hundred dollar monthly payments shall be subject to all applicable income and employment taxes, as well as income tax withholding and/or reporting requirements. For business travel outside of the district, the Superintendent will be reimbursed for actual mileage traveled, according to the applicable IRS rate. The Superintendent shall be reimbursed for out-of-pocket expenses incurred in the performance of his professional duties, subject to budgeted appropriations in the annual budget.

I. Upon the Superintendent's retirement under the Connecticut Teachers' Retirement system, the Board shall pay the Superintendent at his per diem rate for one-half of the Superintendent's unused, accumulated sick days.

J. The Board shall reimburse the Superintendent for tuition expenses for enrollment in an approved doctoral program of an accredited college or university, provided the Superintendent's proposed doctoral degree is in a field related to education, that reimbursement is approved in advance by the Board, and that the Superintendent attains passing grades or other evidence of satisfactory progress toward the doctoral degree. Reimbursement shall not exceed \$6,000 per fiscal year (which shall be pro-rated for any partial year of service as a certified Superintendent).

7. Evaluation Format

The Board shall evaluate and assess in writing the performance of the Superintendent at least 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 will determine the evaluation format. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational programs, professional leadership and personal qualities, Board-Superintendent relations, community relations, and business matters. The evaluation format shall provide for an evaluation system both as to overall performance and as to the specific criteria set forth in the evaluation format.

8. Evaluation

The Superintendent shall draft proposed goals in alignment with the Board's goals and responsive to feedback received as potential areas for improvement in prior year's evaluations. The Board, in executive session, shall meet with the Superintendent no later than October 15th of each year of this Agreement to discuss the Superintendent's proposed goals and objectives in order to arrive at mutual agreement about them.

The Superintendent shall review all information and data collected during the year and complete a self-assessment within each of the five criteria set forth in Section 7 for review by the Board. This self-assessment should focus specifically on the areas for development established in the goal-setting conference and shall be submitted to the Board no later than April 1st of each year of this Agreement.

The Board, in executive session, shall evaluate the Superintendent no later than May 31st of each year of this agreement. The evaluation shall include recommendations as to areas of improvement. A copy of the written evaluation shall be delivered to the Superintendent no later than June 30th 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. At the Superintendent's request, the Board and the Superintendent shall meet in executive session, no later than July 31st of each year of this Agreement, following the Superintendent's receipt of the written evaluation and summative rating, to discuss the evaluation.

The Superintendent shall provide the Board with a copy of this contract clause, no later than April 1st of each year of this Agreement.

9. Termination of Agreement

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, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

C. The Board may terminate this Agreement during the 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 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 the 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) 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 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 to the parties.

10. Professional Meetings

The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend professional meetings, seminars and conferences related to the performance of his duties as Superintendent, in accordance with the provisions of Board Policy 4133, with the expenses for such programs to be paid by the Board. The Superintendent shall notify the Board prior to attending any such seminar or conference that takes place out-of-state.

The Board shall pay for the Superintendent's enrollment and membership dues in the following organizations: American Association of School Administrators (AASA), Connecticut Association of Public School Superintendents (CAPSS), Hartford Area Superintendents' Association (HASA), the Connecticut Center for School Change's Superintendent Network, and Association of Supervision and Curriculum Development (ASCD).

11. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations at his own expense, except as provided herein, provided that he receives prior approval from the Board Chair to engage in such activities, and provided that such activities do not interfere with the meeting of his responsibilities as Superintendent.

12. 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 by an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between parties.

C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this contract.



Nathan D. Quesnel

Date: 5/13/20



Bryan R. Hall, Chairperson
East Hartford Board of Education

Date: 5/13/20