

RECEIVED FOR RECORD
WATERFORD, CT

**Assistant Superintendent of Schools for
2018 AUG 22 2018, Instruction, and Assessment' Contract
Waterford, Connecticut**

WFSB: *Donald L. Lopez*

The Board of Education of the Town of Waterford, State of Connecticut (hereinafter called the "Board"), acting through its Superintendent, Mr. Mr. Thomas Giard III, hereby agrees to employ Craig C. Powers (hereinafter called the "Assistant Superintendent") who hereby agrees to serve as the Assistant Superintendent of Schools under the terms and conditions hereinafter set forth.

I. TERM

- A. The term of said employment is for three (3) years from July 1, 2018 through June 30, 2021.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of Section V shall take precedence, and the Assistant Superintendent's employment may be terminated under the provisions of said section.

II. SALARY

The total annual salary of the Assistant Superintendent shall be the sum of Sections A and B, and C as set forth below.

- A. An annual cash amount of One Hundred -Seventy Seven Thousand Three Hundred Seventy Seven Dollars (\$177,377) payable in periodic installments.
- B. An additional sum of Two Thousand Dollars (\$2,000), payable in installments, as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRS Section 403(b), as amended, and contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice.
- C. Longevity compensation: commencing with the twelfth (12th) year of service, the Assistant Superintendent shall receive Two Thousand Dollars (\$2,000), in addition to his salary in each year of service thereafter.

For the purposes of reporting the Assistant Superintendent's salary and for determining his contributions for a particular contract year to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the Assistant Superintendent's annual salary, which includes the sum of the amounts specified in Sections A, B and C above.

The base salary for subsequent years shall be as negotiated between the Board and the Assistant Superintendent. Any adjustment in base 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 the Board has entered into a new contract with the Assistant Superintendent or that the termination date of the existing contract has been extended. At no time shall the base salary be reduced.

III. FRINGE BENEFITS AND WORKING CONDITIONS

- A. The Board will provide thirteen (13) paid holidays during each calendar year as listed:

New Year's Day	Columbus Day
Martin Luther King Day	President's Day
Thanksgiving Day	Friday after Thanksgiving
Good Friday	Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	Day after Christmas Day
Labor Day	

- B. The Board shall provide the Assistant Superintendent with eighteen (18) sick days annually, which are cumulative without limit. Upon termination of the Assistant Superintendent's employment in Waterford, the Board will contribute an amount equal to the dollar value of the Assistant Superintendent's unused sick leave, up to a maximum of the lesser of fifty (50) days or 50% of unused sick leave based on the per diem rate of the current annual base salary (number of days to use in computing per diem 220). Said Board contribution, as permitted under Section 403(b), as amended, and/or under Section 457, as amended, of the Internal Revenue Code, shall be in the form of a Board-paid non-elective retirement contribution that is subject to the applicable IRS annual limits for that type of contribution under Sections 403(b) and 415 of the Internal Revenue Code (e.g., for 2009, the limit is \$49,000 minus any elective deferral contribution into the 403(b) plan made by the Assistant Superintendent during 2009) and Section 457(e)(15) of the Code (e.g., for 2009, the limit is \$16,500 minus any elective deferral contribution into the 457 plan made by the Assistant Superintendent during 2009), into his tax sheltered annuity or other account in the 403(b) plan available to Board employees generally, and into his account in an eligible plan under Section 457 of the Code, as amended. In the event that the applicable IRS limits referenced above prevent the Board from contributing the full dollar amount called for in the first sentence above of this sub-section of the Agreement, then the Board shall contribute the remaining portion of said contribution that exceeds said limits, if any, into the 403(b) Plan for the Assistant Superintendent in the next plan year and if necessary during successive plan years not to exceed a total of five (5) years as permitted by Section 403(b)(3) of the Code, until no further excess remains and the total amount due has been contributed by the Board.

In the event the Assistant Superintendent dies prior to the full contribution by the Board of the amounts described in this subsection of the Agreement, then any of such amount still owing from the Board at the time of the Assistant Superintendent's death shall be paid by the Board as a cash payment to the Assistant Superintendent's beneficiary as designated on the life insurance policy for said Assistant Superintendent' as provided to the Board's Business Office.

- C. The Board shall provide twenty eight (28) vacation days annually, exclusive of legal holidays. At the Assistant Superintendent's request, a 'buy back' of up to ten (10) days of unused vacation, will be paid, at the per diem rate of 1/220 of the annual salary paid. Additionally, vacation days may be accrued at the rate of five (5) days per year for each year of employment. Upon termination of employment

the Assistant Superintendent will be paid for unused vacation days attributed to the current year in addition to the maximum of thirty-five (35) days of accrued vacation from previous years at the per diem rate of 1/220 of the Assistant Superintendent salary. In the event the Assistant Superintendent's death, such payment will be made to his estate.

- D. The Board shall provide six (6) personal leave days annually. The Superintendent of Schools may, at his sole discretion, grant compensatory time for additional days of personal absence. The privilege of absence with pay shall not be cumulative from year to year. The Request for Absence with Pay Form shall be used and shall require 24 hours' notice and the prior approval of the Superintendent. This requirement may be waived by the Superintendent at his/her discretion.
- E. The Board shall provide the following insurance or its equivalent:

1. The board shall provide the Assistant Superintendent with the medical insurance coverage afforded to the Waterford administrators' bargaining unit.

The master certificates and/or policies are the governing documents when it comes to the Board's insurance plans; the information contained herein is intended as a summary focused on employee cost-sharing of benefits.

You and your eligible spouse or dependents may participate in the insurance plans currently offered, subject to any and all applicable eligibility requirements imposed by the carriers and/or plan administrators, and subject to the Board's right to modify the insurance plans, carriers and/or plan administrators at any time.

2. The Board shall maintain a Section 125 Salary Reduction Agreement (RA) which will be designed to permit exclusion from taxable income the employee's share of health insurance premiums. Within said Salary Reduction Agreement, the Board shall also adopt and maintain a flexible spending account for the purpose of enabling eligible administrators to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$2,500 per plan year for health reimbursement, and by a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, into an account from which, during the course of the plan year, they can be reimbursed for health care costs and dependent care costs they incur.

The following provisions will apply:

Under no circumstances will the Board be required to contribute any monies to the RA Plan or to any account established pursuant thereto.

Each administrator desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the

Board thirty (30) days prior to September 1 of each plan year in which he or she desires to participate.

- F. The Board shall provide and pay for group term life insurance with death benefit equal to two times the annual salary for the Assistant Superintendent during the term of this contract.
- G. The Board shall provide and pay for fifty percent (50%) of the long-term disability coverage to the Assistant Superintendent that is offered to Waterford administrators.
- H. The Board shall provide the sum of Two Thousand Seven Hundred Dollars (\$2,700) for insurance coverage for use at the Assistant Superintendent's discretion.
- I. The Board shall provide the Assistant Superintendent with 120 days of salary, less funds received from worker's compensation, for absence due to an accident arising out of such employment with such absence not chargeable to sick leave accumulation. After 120 days, the Assistant Superintendent will continue to receive sick pay, less worker's compensation, for the absence due to an accident arising out of such employment with such absence charged to sick leave in the same proportion that sick pay benefits received from the Board represent to the total amount of benefits received from both the Board and worker's compensation. The Board of Education shall continue the Assistant Superintendent's health insurance coverage for the duration of the disability.
- J. The Assistant Superintendent with ten (10) years of service as an administrator, in any capacity, for the Board, and who is eligible to collect Connecticut Teacher Retirement Benefits, shall be entitled to participate in medical and dental insurance coverage that is afforded to members of the Waterford administrators' bargaining unit provided such coverage is authorized under the terms of applicable insurance policies and state statutes. The Board of Education shall pay 50% of the premium and all deductibles for such coverage until the Assistant Superintendent reach age sixty-five (65).
- K. The Assistant Superintendent shall be reimbursed for reasonable receipted out-of-pocket expenses incurred in the performance of his professional duties.
- L. Assistant Superintendent shall be reimbursed for all travel expenses incurred in the performance of his duties under this contract. For use of his own automobile outside of district on school business, he shall be reimbursed at the rate of the current board policy.
- M. The Board agrees that professional development activities such as conferences, workshops, institutes, local and regional professional development activities including major national conventions or conferences are in the best interests of the Waterford School system. The Board encourages such activities and shall fund such activities within its budgetary constraints.
- N. The Assistant Superintendent shall devote his full time, skills, labor, and attention to his employment during the term of this contract; provided, however,

that he may undertake consultative work, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of his duties and obligations specified herein. The Superintendent shall be notified in advance of such activities of an on-going nature, and the Superintendent reserves the right to limit such outside work when, in its judgment, the same will interfere with the full and faithful discharge of the Assistant Superintendent's duties and obligations.

- O. The Board shall pay the full cost of the Assistant Superintendent maintaining professional association memberships in AASA, CAPSS, ASCD, and CASCD, and Rotary.
- P. When in the judgment of the Superintendent, the course for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the administrator is assigned, and then such reimbursement shall be granted. Grade reports and proof of payment must be submitted to the Human Resources Office immediately upon completion of the course.

IV. EVALUATION

A copy of any written evaluation shall be placed in the Assistant Superintendent's personnel file and a copy forwarded to said administrator. Materials placed in the Assistant Superintendent's personnel file shall be available for inspection upon request.

V. TERMINATION

- A. This contract may be terminated and the Assistant Superintendent may be removed from his assignment as Assistant Superintendent during the term hereof for just cause. All charges against the Assistant Superintendent shall be in writing and provided to the Assistant Superintendent in advance of any formal hearing. Should such charges result in contract termination proceedings under Conn. Gen. Stat. 10-151, the employment status of the Assistant Superintendent shall be resolved in accordance with that statute, and this contract shall terminate by its terms and shall have no further effect. The Assistant Superintendent shall have the right to council of his choice, at his own expense. He shall have the right to present, cross examine, and call witnesses and to receive written findings of fact and conclusion from the Board.
- B. The Assistant Superintendent shall be entitled to terminate the contract upon written notice of thirty (30) days.
- C. The parties, by mutual consent, may terminate the contract at any time.

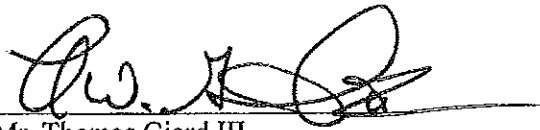
VI. GENERAL PROVISIONS

- 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

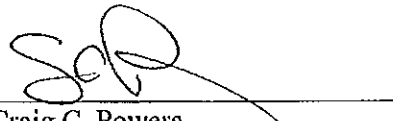
both parties. Commencing upon signing, it suspends all prior agreements between parties.

- C. By mutual agreement of the parties, this agreement may be reopened to renegotiate any of its terms, including salary and benefits. If after a reasonable period of discussion no agreement has been reached on the subjects of the renegotiation, then said provisions should remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this contract the date and year aforesaid.



Mr. Thomas Giard III
Superintendent of Schools



Craig C. Powers
Assistant Superintendent of Schools

Date: 6/22/18

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