

CLINTON BOARD OF EDUCATION

**EMPLOYMENT AGREEMENT FOR
ASSISTANT SUPERINTENDENT OF SCHOOLS**

This Agreement is made by and between the Board of Education of the Town of Clinton, (the "Board") and Marco Famiglietti. In accordance with its actions at the meeting held on July 18, 2016, the Board agrees to employ Marco Famiglietti as Assistant Superintendent of Schools, and Marco Famiglietti (the "Assistant Superintendent") hereby accepts such employment on the terms and conditions set forth in this contract.

1. **DUTIES AND WORK YEAR**

The Assistant Superintendent works a twelve-month year.

The Assistant Superintendent receives all assignments and instructions from the Superintendent and reports directly to the Superintendent on all matters assigned to him. He is expected to take an active interest in the total operation of the school system and is encouraged to take action within the scope of his authority. The Assistant Superintendent shall call to the attention of the Superintendent matters requiring attention that he judges beyond the scope of his authority. He shall work within the framework of all Board policies and administrative regulations.

2. **OUTSIDE PROFESSIONAL ACTIVITIES**

Subject to the approval of the Superintendent, the Assistant Superintendent may undertake outside professional activities such as speaking engagements, writing, lecturing and other professional/educational and administrative activities provided such activities do not interfere with meeting his primary responsibilities.

Subject to the approval of the Superintendent, the Assistant Superintendent may undertake secondary employment including consultative work provided such employment does not interfere with meeting his primary responsibilities, and provided such employment

neither gives the appearance of nor constitutes a conflict of interest. For the purposes of this contract, a conflict of interest is defined as any action or pattern of actions whereby the Assistant Superintendent uses his office for private financial or material gain.

3. TERM

This Agreement is effective July 1, 2020 and shall continue through June 30, 2023, unless terminated at an earlier date in accordance with Section 8. Prior to the end of the first year of the three-year agreement, the Board at the request of the Superintendent may vote for a new three-year contract. At least three months prior to the end of each subsequent year, the Superintendent shall notify the Board that the Assistant Superintendent's salary must be set for the coming contract year.

4. SALARY

The Assistant Superintendent's salary shall be paid in equal biweekly installments on the same schedule as for other twelve-month employees of the school district.

The Assistant Superintendent's salary for the 2020-2021 fiscal year of this Agreement shall consist of the sum of the following:

- A. a cash component in the amount of one hundred sixty-four thousand, five hundred ninety-seven dollars and ninety-six cents (\$164,597.96) plus
- B. nine thousand dollars and no cents (\$9,000.00), which amount the Assistant Superintendent, pursuant to a legally binding salary reduction agreement, will arrange to have contributed as an elective deferral in accordance with Section 403(b)(12)((A)(ii) of the Internal Revenue Code toward the purchase of a Section 403(b) annuity with a tax sheltered annuity company of his choice.

The cash component of the Assistant Superintendent's salary for the period of July 1, 2021 through June 30, 2023 shall be set by the Board based on the recommendation of the Superintendent. Any adjustment in the cash component of the salary shall be in the form of an amendment and shall become a part of this Agreement.

For 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 total base salary, which includes the sum of the amounts specified in Sections (A) and (B) above.

5. FRINGE BENEFITS

The Board shall provide the Assistant Superintendent with the following fringe benefits.

A. The Assistant Superintendent shall have the option in each year of this Agreement to enroll in the State Partnership Plan medical benefit plan and in the dental benefit plans that are offered by the Board. For the 2020-2021 fiscal year of this Agreement, the Assistant Superintendent shall pay twenty-one percent (21%) of the premium cost for himself, his spouse and any eligible dependents in said plan and the Board shall pay the remaining premium cost. The amount of premium cost sharing for the period of July 1, 2021 through June 30, 2023 shall be negotiated prior to July 1 of that contract years.

B. The Board shall pay ninety percent (90%) of the premium cost for a three hundred thousand dollar (\$300,000.00) term life insurance policy for the Assistant Superintendent. The Assistant Superintendent shall pay the remaining premium cost.

C. The Board shall provide group disability insurance for the Assistant Superintendent with the following features: a ninety (90) day waiting period; maximum

monthly benefit of five thousand dollars (\$5,000.00) payable for a five-year maximum due to disability or lifetime due to accident. This disability insurance benefit is subject to terms and conditions set by the insurance carrier. The Assistant Superintendent may use accumulated sick leave to supplement the amount of any disability insurance payments.

D. The Assistant Superintendent shall be entitled to thirty (30) vacation days in each full year of this Agreement. If for any reason the Assistant Superintendent leaves this position before the end of the contract year, his vacation days for that year will be pro-rated to reflect the percentage of the year worked. The scheduling of the Assistant Superintendent's vacation shall be done with the approval of the Superintendent. During each year of this contract, the Assistant Superintendent may elect to receive payment in lieu of time off for up to ten (10) vacation days. Such election shall be exercised in writing, may be made in full or in up to three (3) parts during the year and in no event shall be made later than June 1 of each year. At no time shall the Assistant Superintendent have a vacation balance in excess of ten (10) days beyond the annual allotment.

E. The Assistant Superintendent shall be entitled to twenty (20) sick leave days in each full year of this Agreement. Sick leave accumulated and unused during his employment with the Board prior to this Agreement shall be carried over to this Agreement. All sick leave shall be cumulative to a maximum of two hundred forty (240) days.

F. At the request of the Assistant Superintendent, the Board, consistent with relevant statutes, shall withhold from each biweekly paycheck and transfer an amount determined by the Assistant Superintendent to a tax-deferred annuity program of his choosing. Any such withholding and transfer shall be in addition to the payment made by the Board pursuant to Section 4 of this Agreement.

G. The Assistant Superintendent shall be granted up to five (5) days for any death in the family during the term of this Agreement. Additional funeral leave may be granted at the discretion of the Board.

H. The Assistant Superintendent shall receive up to four (4) personal leave days in each full year of this Agreement. Personal leave may be used for attending to personal business that cannot be scheduled outside of normal business hours.

I. The Assistant Superintendent shall receive paid holidays designated by the Board.

6. DISABILITY

In the event that the Assistant Superintendent is unable to perform any or all of his duties by reason of illness or accident, the Assistant Superintendent shall have leave for such purpose charged to the accumulated sick leave provided in Section 5 of this contract. Upon completion of the waiting period, the Assistant Superintendent shall receive disability insurance benefits from the plan provided in Section 5, paragraph C of this contract, if eligible. Accumulated sick leave may be used to supplement payments under the disability insurance plan. If the Assistant Superintendent's disability exists for a period of more than twelve (12) months, or if such disability is permanent, irreparable or of such nature as to make the performance of the Assistant Superintendent's duties impossible, the Board may, at its option, terminate this contract, whereupon the respective duties, rights, and obligations of the parties shall terminate.

7. SEVERANCE PAY

A. The Assistant Superintendent, if upon retirement from the Clinton School System, receives payment for current Teacher Retirement benefits (other than disability benefits) immediately after retirement (as defined in Connecticut General Statutes Sections 10-183f(a) or (b)) will be paid his total accumulated sick leave at the rate of \$65 per day up to a maximum of 100 days.

This amount shall be over and above any regular compensation due the administrator.

B. The Assistant Superintendent, if eligible for severance benefits in accordance with Section A above, shall receive payment as follows:

If the Assistant Superintendent has provided written notification of retirement to the Superintendent's office at least seven (7) months in advance, the Assistant Superintendent shall have the option, at his discretion, to receive the payment in a lump sum at the time of retirement, or in a lump sum payable in January of the following calendar year.

If the Assistant Superintendent has not provided such advance notice, the Board shall have the option to make a lump sum payment at the time of the Superintendent's retirement or July of the following fiscal year.

Notwithstanding the above, the Assistant Superintendent, if he retires due to illness or disability shall have the option, at his discretion, to receive the payment in a lump sum at the time of retirement, or in a lump sum payable in January of the following calendar year.

8. EVALUATION

The Assistant Superintendent shall be evaluated annually by the Superintendent. Such evaluation shall be in writing and shall be based primarily upon a set of goals mutually agreed upon by the Superintendent and the Assistant Superintendent and in accordance with the position description. In the event the Superintendent determines that the Assistant

Superintendent's performance is deficient in any respect, she shall describe in writing, in reasonable detail, said deficient performance. The evaluation shall contain recommendations as to areas of improvement in all instances where the Superintendent deems performance to be deficient and all other instances where the Superintendent deems such to be necessary and appropriate.

9. TERMINATION

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

B. The Assistant Superintendent shall be entitled to terminate this contract with written notice to the Superintendent at least ninety (90) days in advance. The Superintendent may, in his discretion, reduce or waive this notice requirement in extraordinary circumstances.

C. The Board may terminate this contract prior to its expiration for one or more of the following reasons:

- 1) inefficiency or incompetence;
- 2) insubordination against reasonable rules of the Board;
- 3) moral misconduct;
- 4) disability as shown by competent medical evidence;
- 5) other due and sufficient cause.

In the event the Board seeks to terminate this contract for one of the above reasons, it shall serve on the Assistant Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of the reasons why the contract termination is under consideration. The Assistant Superintendent may file with the Board within fifteen (15) days of such notice, a written request for a hearing

before the Board, which hearing shall be held within twenty (20) 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 to the Assistant Superintendent setting forth the reasons for its decision and the evidence relied on. The Board's decision shall be based on the evidence presented at the hearing. Such hearing shall be in executive or public session at the option of the Assistant Superintendent. The Assistant Superintendent shall have the right to counsel at such hearing at his own expense. Any time limits established herein may be waived by mutual agreement of the parties.

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

10. GENERAL PROVISIONS

A. If any part of this Agreement is deemed invalid by a court of law, such invalidity shall not affect the remainder of the contract but said remainder shall be binding and effective against the parties.

B. This Agreement contains the entire agreement between the parties. Upon signing, it supersedes all prior agreements between the parties. This contract may not be amended orally, but may be amended by an agreement in writing signed by both parties.

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

CLINTON BOARD OF EDUCATION

By Maryann R. O'Donnell 7/24/2020
Maryann R. O'Donnell Date
Superintendent of Schools

MARCO FAMIGLIETTI

M. Famiglietti 7/28/2020
Marco Famiglietti Date
Assistant Superintendent