

**REGIONAL SCHOOL DISTRICT #14  
EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS  
2018-2021**

It is hereby agreed by and between the Board of Education of Regional School District #14 (hereinafter called the "Board") and Joseph A. Olzacki (hereinafter called the "Superintendent") that the said Board in accordance with its action on September 17, 2018 by election pursuant to Section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Joseph A. Olzacki as Superintendent of Schools of Regional School District #14, and that Joseph A. Olzacki hereby accepts employment as Superintendent of Schools of Regional School District #14 upon the terms and conditions hereinafter set forth.

**1. 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 and the Superintendent's employment may be immediately terminated without any right to the proceedings provided in Section 8 or any other redress at law or in equity.

**2. DUTIES:**

- A. 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.
- B. 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.

**3. TERM:**

The term of said employment is from October 1, 2018 to June 30, 2021. The Superintendent and the Board 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:

- A. Prior to the end of the first year of a three-year agreement, the Board, at the request of the Superintendent, shall vote for a new agreement.
- B. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board shall vote for a new 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 this contract clause.
- C. In the event that the Superintendent is hired for a new term, a new 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.
- D. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 8 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

**4. BASE SALARY:**

- A. The annual base salary of the Superintendent shall be the sum of (a) ONE HUNDRED SIXTY TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$162,500.00) in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of FIVE THOUSAND DOLLARS (\$5,000.00), to be paid to the Superintendent in substantially equal installments during the contract year 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, 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 generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.
- B. The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. 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 Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

**5. FRINGE BENEFITS:**

- A. The Board shall provide the Superintendent with twenty (20) sick days annually cumulative to two hundred twenty five (225) days. Up to fifteen (15) days of sick leave each year may be used by the Superintendent for illness in his immediate family. Immediate family is defined as spouse, children, mother, father, sister, brother, and any other relative living with and dependent upon the Superintendent.
- B. The Board shall provide the Superintendent with twenty-five (25) vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to ten (10) days from one year into the next year, without any further accumulation. Vacation for a partial year of service shall be prorated.
- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board shall provide the Superintendent annually with three (3) personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Board shall provide the Superintendent and his dependents with the following HSA health insurance coverage:
- In-Network Deductible – \$2,000/\$4,000. The Board shall contribute \$2,000 during each contract year towards payment of the deductible.
  - In-Network Co-Insurance – 100%
  - Out of Network Co-Insurance – 80%
  - Out of Pocket Maximum - \$3,000/\$6,000
  - Preventative Care, subject to a schedule – 100%
- If the Superintendent chooses to participate in the HSA plan, such participation shall be subject to the following premium cost sharing: The Board shall pay eighty five percent (85%) and the Superintendent shall pay fifteen percent (15%) of the premium cost of said HSA plan.
- F. The Board shall provide the Superintendent with three hundred twenty five thousand and five hundred dollars (\$325,500.00) of term life insurance during the term of this Agreement.
- G. The Board shall pay the premium for a long-term disability insurance policy for the Superintendent at 60% of the Superintendent's base salary.

- H. The Superintendent shall be reimbursed for necessary out-of-pocket expenses reasonably incurred in the performance of his professional duties, within budget limitations. The Superintendent must file an itemized expense statement and supporting documentation with the Board for reimbursement, which shall be in keeping with Board guidelines. Vouchers for such expenses shall be processed monthly.
- I. The Board agrees to provide the Superintendent with a monthly stipend of three hundred dollars (\$300.00) to reimburse the Superintendent for his travel expenses incurred in district in the performance of his duties under this Agreement. For use of his own automobile outside of the District on school business, he shall be reimbursed at the IRS reimbursement rate on vouchers to be submitted by him.

**6. OUTSIDE ACTIVITIES:**

- A. 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 School District #14 Superintendent of Public Schools. Out-of-pocket expenses, as provided for in the District budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities. The Superintendent must file an itemized expense statement and supporting documentation with the Board for reimbursement, which shall be in keeping with Board guidelines.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators, Western Connecticut Superintendent's Association, and the Litchfield County Superintendents' Association. In addition, the District shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board.
- C. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, he shall provide the Chairperson written notice of such activities.

**7. EVALUATION:**

- A. The Board shall evaluate and assess 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, and the law. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question. The Superintendent shall submit to the Board a recommended format for said evaluation and

assessment of his performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, Board-Superintendent relations, organizational management, community relations, and personal and professional qualities and relationships. 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. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.

- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. Prior to each evaluation, the Superintendent shall submit a written summary of his current accomplishments, related to goals and objectives, and a brief review of what remains to be done. 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.
- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it shall describe any performance concerns in reasonable detail, indicating specific instances where appropriate. In addition, the Chairperson of the Board may appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee 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.

#### **8. TERMINATION:**

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract voluntarily 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 in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
  - (1) Inefficiency, incompetence, or ineffectiveness;
  - (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.

- D. 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.
- E. 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 or as the law requires. 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.
- F. 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.

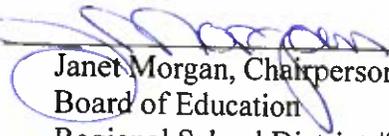
**9. GENERAL PROVISIONS:**

- 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. Upon signing, it supersedes all prior agreements between the parties.

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

**REGION #14 BOARD OF EDUCATION**

**SUPERINTENDENT**

By   
Janet Morgan, Chairperson  
Board of Education  
Regional School District #14

  
Dr. Joseph A. Olzacki  
Superintendent of Schools  
Regional School District #14

Date 9/20/18

Date 9/20-

