

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

OXFORD BOARD OF EDUCATION

It is hereby agreed by and between the Board of Education of the Town of Oxford (hereinafter called the "Board") and Ana V. Ortiz (hereinafter called the "Superintendent") that the said Board in accordance with its action on September 3, 2014 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Ana V. Ortiz as Superintendent of Schools and that Ana V. Ortiz hereby accepts employment as Superintendent of Schools of 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 her 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.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the board. In harmony with the policies of the Board of Education and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She advises the Board on policies and plans that the Board takes under consideration, and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.
- B. The Superintendent or her designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except by Board invitation only when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.

3. TERM:

The term of said employment is from September 15, 2014 to June 30, 2017. The Superintendent and the Board of Education 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 of Education, at the request of the Superintendent, may 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 of Education shall vote for a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that her contract is about to expire and shall provide the Board this contract clause.
- C. 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. In 2014-2015 the annual, twelve month, base salary of the Superintendent shall be \$160,000. This amount shall be prorated at 79.23% in the first year, which amount is \$126,768, to be paid in periodic payments in accordance with the established pay dates for the school district. At the option of the Superintendent, and in accordance with law, up to \$5,000 of her annual base salary may be contributed by the Board each year toward her purchase of a 403(b) annuity with a tax sheltered annuity company she chooses from the Board's list of approved 403(b) vendors. The Board will provide an additional stipend of \$2,000 upon attainment of a doctorate degree.
- B. The annual, twelve month, base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed to 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 annual base 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 of Education shall provide the Superintendent with 25 sick days annually, cumulative to 180 days. The Board agrees that the Superintendent begins this contract with 45 sick days accumulated. Unused sick days shall not be compensated when employment terminates.
- B. The Board of Education shall provide the Superintendent with 20 vacation days during the first year; 25 days in each subsequent year, 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 10 days, provided that the Superintendent may not accumulate more than 10 days in addition to the annual vacation entitlement. Subject to limitations above, upon termination of

employment the Superintendent will be paid for unused vacation days at the daily rate of 1/260 of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.

- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent annually with 4 personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Board of Education shall provide the Superintendent and her dependents with the same health insurance coverage as is provided to school district administrators. The Superintendent shall pay the same premium cost share that is required of administrators.
- F. The Board shall provide the Superintendent with 2.5X the annual base salary of term life insurance during the term of this Agreement.
- G. The Board shall pay up to \$1,500 annually towards the premium for a long-term disability insurance policy for Superintendent to compensate the Superintendent for up to sixty percent (60%) of the Superintendent's base salary under this Agreement after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained.
- H. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties.
- I. The Board agrees to provide the Superintendent with a monthly stipend of \$350 to reimburse the Superintendent for her travel expenses incurred in the performance of her duties under this Agreement. For use of her own automobile outside of the state on school business, she shall be reimbursed at the IRS reimbursement rate on vouchers to be submitted by her.
- J. Whenever the Superintendent will be absent from work for any reason, for one or more days, she will provide advance notice, if possible, to the Board Chairperson.

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 Oxford 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.
- 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 and the Superintendents' Legal Issues Forum. 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 her responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, she shall provide the Chairperson written notice of such activities

7. EVALUATION:

- A. The Board shall evaluate and assess in writing 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. 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 written evaluation and assessment of her performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and board of education 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 preparing a written evaluation, the Board shall discuss the Superintendent's performance with her in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.
- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing 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 her 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 days, except that the ninety 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 or incompetence;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (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 her 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. The Superintendent shall have the right to her own counsel, at her 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.
- G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided in this Agreement.

9. **GENERAL PROVISIONS:**

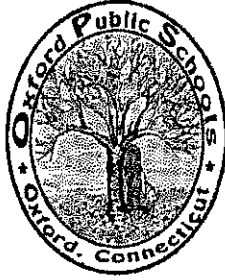
- A. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.
- B. This contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Upon signing, it supersedes all prior agreements between the parties.

OXFORD BOARD OF EDUCATION

SUPERINTENDENT OF SCHOOLS

By <u>Diane Soracco</u>	<u>9/17/14</u>	<u>Ana V. Ortiz</u>	<u>9/17/14</u>
Diane Soracco, Chairwoman	Date	Ana V. Ortiz	Date

Amy Cote
Chair of the Board of Education
~~~~~
Ana V. Ortiz
Superintendent of Schools



Superintendent's Office
1 Great Hill Road
Oxford, CT 06478
(203) 888-7754 Fax (203) 888-5955
ortiza@oxfordpublicschools.org

Re: Superintendent's Contract

Proposed amendments:

Contract Sections:

3. Term

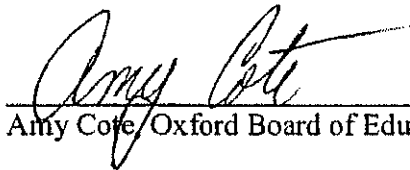
Proposed revision: Extend the duration of the contract to June 30, 2018.

The term of said employment is from July 1, 2015 to June 30, 2018.

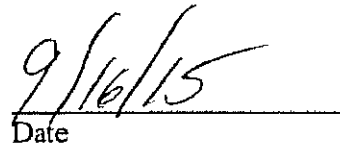
4A. Base Salary

Proposed revision: Increase the salary figure by 2.5% from \$160,000 to \$164,000

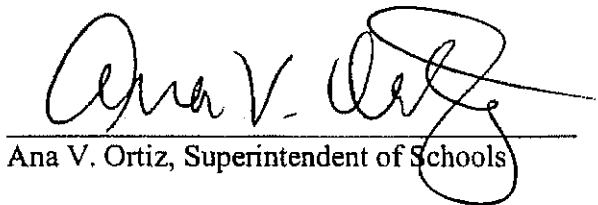
Final 2015-2016 Oxford Board of Education Budget approved 6-9-15



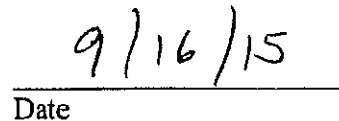
Amy Cote, Oxford Board of Education Chair



Date

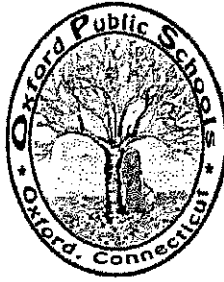


Ana V. Ortiz, Superintendent of Schools



Date

Amy Cote
Chair of the Board of Education
Ana V. Ortiz
Superintendent of Schools



Superintendent's Office
1 Great Hill Road
Oxford, CT 06478
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COPY

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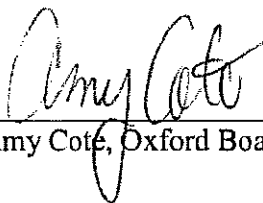
Proposed revision: Extend the duration of the contract to June 30, 2018.

The term of said employment is from July 1, 2015 to June 30, 2018.

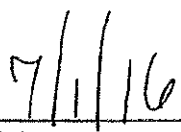
4A. Base Salary

Proposed revision: Increase the salary figure by 3% from \$164,000 to \$168,920

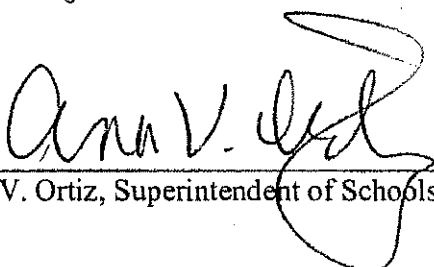
Final 2016-2017 Oxford Board of Education Budget approved 6-7-16



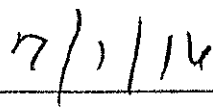
Amy Cote, Oxford Board of Education Chair



Date



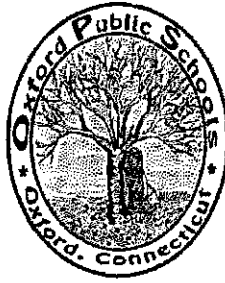
Ana V. Ortiz, Superintendent of Schools



Date

Amy Cote
Chair of the Board of Education

Ana V. Ortiz
Superintendent of Schools



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Contract Section:

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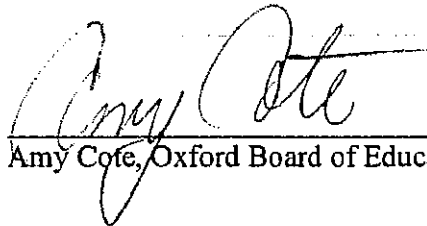
Proposed revision: Extend the duration of the contract to June 30, 2019.

The term of said employment is from July 1, 2016 through June 30, 2019.

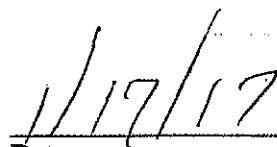
4A. Base Salary

Proposed revision: Increase the salary figure from \$168,920 to \$173,987.60 effective July 1, 2017.

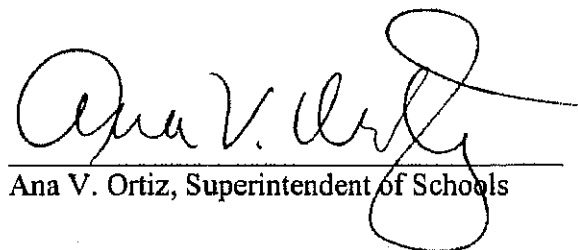
Approved at the Oxford Board of Education meeting on January 10, 2017



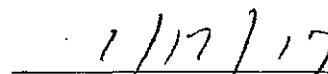
Amy Cote, Oxford Board of Education Chair




Date



Ana V. Ortiz, Superintendent of Schools



Date

17 SEP 14 PM 2:33
TOWN OF OXFORD, CT

TOWN CLERK