

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 Dr. Robert Miller (hereinafter called the "Superintendent") that the said Board in accordance with its action on June 27, 2023 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Dr. Robert Miller as Superintendent of Schools and that Dr. Robert Miller hereby accepts employment as Superintendent of Schools 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.

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. 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.
- B. The Superintendent or his 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 his own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.

3. TERM:

The term of said employment is for three (3) years from July 1, 2023 to June 30, 2026. The Superintendent and the Board of Education agree they shall adhere to the following procedures for purposes of considering whether to enter into a new contract of employment for an additional period not to exceed three (3) years at any time:

- A. Prior to June 30, 2024, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- B. At least three months prior to June 30, 2026, the Superintendent shall notify the Board that his 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 2023-24 the annual base salary of the Superintendent shall consist of two (2) parts: (a) a salary of \$215,373; and (b) in addition, a tax-sheltered annuity in the amount of \$2,000.
- A. B. The parties may negotiate an adjustment in salary for the second and/or third year of an Agreement after the Board has completed its annual performance evaluation of the Superintendent. Any adjustment in salary made during the life of the Agreement shall be in the form of an amendment and shall become part of the Agreement. It is provided, however, that by doing so it shall not be considered that the Board has entered into a new agreement with the Superintendent or that the termination date of the existing Agreement has been extended. Under no circumstances shall salary for the subsequent years be less than the salary for the prior year.

5. FRINGE BENEFITS:

- A. The Board shall provide the Superintendent with twenty-five (25) sick days annually, cumulative to one-hundred and eighty (180) days. The Board agrees that the Superintendent begins this contract with seventy-five (75) sick days accumulated. Unused sick days shall not be compensated when employment terminates.
- B. The Board shall provide the Superintendent with twenty-five (25) vacation days annually for the term of this Agreement. It is the Board's intention for the Superintendent to use this vacation time. Five days of unused vacation time may be carried over from year to year. Unused vacation days will not be compensated upon termination of this agreement.
- C. The Superintendent shall be paid for all holidays on which the Board offices are closed.

- 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 his responsibilities as Superintendent. In advance, the Superintendent will ask for permission and be granted Board approval before commencing on such opportunities.

7. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent in accordance with district policy #2400. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question. 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 him 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 his performance as to such matters; said committee may report to the full Board

- D. The Board shall annually provide the Superintendent 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 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. In the event that the Superintendent elects to waive health insurance benefits, \$3,500.00 shall be paid to him in quarterly installments for the duration of this contract.
- 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 the 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 shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties.
- I. The Board shall provide the Superintendent reimbursement at the IRS rate for all mileage reasonable incurred by the Superintendent in the performance of his duties.
- J. Whenever the Superintendent will be absent from work for any reason, for one or more days, he will provide advance notice to the Board Chairperson.
- K. The Board will provide an annual stipend of \$2,000 reflecting the fact that the Superintendent has earned a doctorate degree.
- L. The Superintendent shall be provided with a cell phone and a laptop for business use, as deemed appropriate by the Board.

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 reports on these activities. All travel will require prior approval by the 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 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. 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.

- 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

<u>Stephanie Miller</u>	<u>6/30/23</u>	<u>Miller</u>	<u>6/30/23</u>
Stephanie Miller, Chair	Date	Dr. Robert Miller	Date

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TOWN OF OXFORD, CT
TOWN CLERK