

**EMPLOYMENT AGREEMENT
FOR HAMPTON SUPERINTENDENT OF
SCHOOLS**

It is hereby agreed by and between the Board of Education for the Town of Hampton, Connecticut (hereinafter referred to as the "Board") and Dr. Frank Olah (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Dr. Frank Olah as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. § 10-157, and that Dr. Frank Olah hereby accepts such employment, upon the terms and conditions set forth below.

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. TERMS OF EMPLOYMENT

The term of employment shall be from July 1, 2021 to June 30, 2022 on a part-time basis. For purposes of the Contract, part-time is defined as a .4 Full Time Equivalent (approximately sixteen (16) hours per week). The work year for the Superintendent shall be twelve months. It is intended that there shall be flexibility in the scheduling of the hours and it is agreed that the Superintendent and the Board Chair will work to establish a reasonable schedule.

Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

Prior to the end of the 2021-2022 contract year, the Board may vote, after completing the evaluation process as referenced in Section 5 of this Agreement, upon a new agreement to take effect after the expiration of the existing contract. Prior to the end of the 2021-2022 contract year, the Board of Education shall vote, after completing the evaluation process as referenced in Section 5 of this Agreement, upon a new agreement to take effect after the expiration of the existing contract. At least six months prior to the end of the 2021-2022 contract year, the Superintendent shall notify the Board regarding the provisions of this contract clause.

3. DUTIES

- A. The Superintendent of Schools is the chief executive officer of the Board. In harmony with the policies of the Board of Education, state law and State Board of Education regulations, the Superintendent has executive 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 takes the initiative in presenting to the Board policy and planning issues.

- B. The Superintendent or his designee as approved by the Board shall attend all appropriate meetings of the Board and shall participate in all Board deliberations, except by Board invitation only when matters relating to his employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.
- C. The superintendent agrees to devote his best efforts to develop, improve and promote the business and the best interests of the Hampton Public Schools, to abide by board policies and to carry out to the best of his abilities the reasonable duties and assignments appropriate to the position of Superintendent of Schools.

4. SALARY/BENEFITS

- A. The base annual salary for the position is **sixty-one thousand, five hundred eighty-five dollars (\$61,585)**. Said compensation shall be paid in periodic payments in accordance with the established pay dates of the school district. The Superintendent's base annual salary shall be pro-rated for partial years of service as Superintendent.
- B. The board shall reimburse monthly health insurance for Dr. Olah and his spouse at the current TRB monthly rates.
- C. The annual 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 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. PERFORMANCE EVALUATION

- A. In accordance with the procedures set forth below, the Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement. Such evaluation and assessment shall be reasonably related to the goals and objectives for the Superintendent for the year in question. Any deadline within this Section 5 of this Agreement may be extended by mutual agreement evidenced in writing.
- B. Goals and Objectives. It is the intention of the parties to work cooperatively to develop goals and objectives for the Superintendent, in accordance with the procedures set forth in this paragraph. For the 2021-2022 school year, such goals shall be developed by September 1, 2021. Should the Board and the Superintendent not agree on such goals and objectives, the Board will develop goals and objectives for the year, which shall be reasonably related to the educational interests of the school district.
- C. Evaluation Process. The Board shall meet with the Superintendent by January 15, 2022 to informally evaluate the goal and objective progress of the Superintendent. By May 21, 2022, the Superintendent shall complete a self-evaluation of his performance for the Board and deliver same to the Board. Between seven (7) and fourteen (14) days of receipt of the Superintendent's self-evaluation, the Board shall deliver a written evaluation to the Superintendent.

The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. Within thirty

(30) days of delivery of the written evaluation to the Superintendent, the Board shall meet with the superintendent to discuss the evaluation. During evaluation meetings between the Board and the Superintendent, the parties shall meet in executive session unless the Superintendent requires that such discussion be held in public session.

- D. The evaluation format, process and timeline will follow the CAFE/CAPSS Success Strategies for Leadership Team Evaluation: Board of Education and Superintendent of Schools. Copy attached.
- E. 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 Chair of the Board may appoint a committee of no 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.

REIMBURSEMENT FOR EXPENSES

For use of his automobile on school business, the Superintendent shall be reimbursed at the IRS mileage rate on vouchers to be submitted by him. Subject to the availability of funds, the Superintendent shall be reimbursed for any reasonable expenses incurred in connection with Membership in professional organizations and attendance at professional meetings and/or conferences.

6. TERMINATION

- A. Either party may voluntarily terminate this Agreement at any time upon written notice of ninety (90) days. If terminated by the Board, the Superintendent shall be entitled only to the accrued salary up to the date of leaving the position of Superintendent.
- B. 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.
- C. 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.

- D. In the event the Board seeks to terminate the contract for one of the above reasons set forth in Section B, 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. 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.
- E. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent, with pay, from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.

7. NOTICES

Notices pursuant to this Agreement shall be in writing, either personally by hand delivery or by certified or registered mail, return receipt requested, and shall be deemed delivered upon such hand delivery or upon the date on the signed receipt from the US Postal Service. Any notice given to the Superintendent shall be sent to the Superintendent's address as it then appears on the employment records of the Board. Any notice to the Board shall be sent to:

Hampton Board of Education
Hampton Elementary School
380 Main Street
Hampton, CT 06247
Attention: Chairman of the Board
Private and Confidential

8. GENERAL PROVISIONS

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This Agreement 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 the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the Hampton Board of Education and the Superintendent have duly
executed and delivered this Agreement.

Hampton Board of Education

Rose Bisson 7/27/2021
Rose Bisson, Chair Date

Superintendent of Schools

Frank Olah 7/27/21
Frank Olah Date