

Town of Hampton
OCT 02 2024
TOWN CLERK

**CONTRACT OF EMPLOYMENT
BETWEEN THE HAMPTON BOARD OF EDUCATION AND ANDREW SKARZYNSKI
FOR THE SUPERINTENDENT OF SCHOOL OF
HAMPTON SCHOOL DISTRICT, HAMPTON, CT**

It is hereby agreed by and between the Hampton Board of Education (hereinafter called the "Board") and Andrew Skarzynski (hereinafter called the "Superintendent") that the Board does hereby elect, pursuant to Connecticut General Statutes Section 10-157, and hereby employs Andrew Skarzynski as Superintendent of School for the Hampton Board of Education. Andrew Skarzynski hereby accepts employment as Superintendent of School for the Hampton Board of Education upon the terms and conditions hereinafter set forth herein. Any changes to this Contract of Employment ("Contract") must be set forth in a writing signed by both parties in order to be binding on said parties. This Contract shall supersede all prior contracts between the Board and the Superintendent.

1. TERM

The term of said employment shall commence on July 1, 2024, and shall be for a period of three (3) years, unless terminated earlier in accordance with the terms of this Contract. The Superintendent and the Board agree they shall adhere to the following procedures to, if applicable, extend the Superintendent's employment under this Contract for an additional period not to exceed three (3) years at any time:

- A. Prior to June 1st of the first year of a three-year agreement, Board may vote on the issue of a new three-year Agreement.
- B. Prior to the end of the second year of a three-year agreement (or prior to the first day of the last year of this Agreement), the Board shall vote on the issue of 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. Notwithstanding anything set forth in this Section, the Superintendent may be terminated, either unilaterally by the Board or by mutual agreement, in accordance with the provisions of Section 7 herein.

2. CERTIFICATION

The Superintendent shall maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of School in the State of Connecticut, in accordance with Connecticut General Statutes. The possession of such certification(s), including but not limited to the confirmation of the Superintendent's certifications by the State Department of Education, is further deemed a condition precedent for the validity of this Contract. If the Superintendent fails, at any time, to so possess or maintain such certification, then this Agreement shall be null and void, and the Superintendent's employment may be immediately terminated without any recourse or

rights to the proceedings provided in Section 7 or any other redress at law or in equity and in any tribunal.

3. SALARY

For the purposes of this agreement, a work day is defined as eight hours. This is a part time position (approximately 12 hours per week).

A. The salary of the Superintendent for the period of July 1, 2024 through June 30, 2025 shall consist of the following:

(1) a base annual salary in the sum of \$52,439.00; which shall be paid in equal installments, subject to deductions for FICA, federal and Connecticut income tax withholding, and any other required or authorized withholding which shall include Connecticut TRB deductions;

B. The Board and the Superintendent shall negotiate the salary for the second year of this Agreement prior to December 31, 2024. In the event that the parties cannot agree on the salary to be paid to the Superintendent, the salary shall be determined by the Board; in no event shall the salary paid to the Superintendent be less than the sum of \$52,439.00 for the period of July 1, 2025 to June 30, 2026.

C. The Board and the Superintendent shall negotiate the salary for the third year of this Agreement prior to December 31, 2025. In the event that the parties cannot agree on the salary to be paid to the Superintendent, the salary shall be determined by the Board, and in no event shall the salary paid to the Superintendent be less than \$52,439.00 for the third year of the contract, whatever that period may be.

D. The base salary for the 2023-2024 school year does not include allocations for health insurance, 403(b) retirement annuity, or any additional stipends. If these benefits require modification, this contract will be required to be reissued.

4. FRINGE BENEFITS

A. The Board shall provide the Superintendent with seven (7) vacation days annually, which shall be effective as of the first day of each contract year. The Superintendent shall be able to carry over up to two (2) accumulated vacation days per year to be used in any subsequent year. Vacation days shall be scheduled in conjunction with the Board. The Superintendent shall have accumulated vacation time of no greater than nine (9) days. Upon the termination of the Superintendent after having completed the term of this Contract, and so long as the Superintendent is not being terminated for cause, the Superintendent shall be paid for up to nine (9) unused

vacation days, based on the number of days accrued on the last day of employment, at his per diem rate of pay.

- B. The Board shall provide the Superintendent with annual paid holidays that conform to those provided for by the annual Hampton Elementary School Board of Education Student, State, or Federal calendar when they coincide with a scheduled work day.
- C. The Board shall provide the Superintendent with sick leave with full pay of three (3) days in each year of this Agreement which shall be effective as of the first day of each contract year. Unused sick leave shall be accumulated from year to year up to accumulative maximum of fifteen (15) days, which shall include all days accrued prior to the execution of this Contract. Upon retirement or separation from the Board, based on reasons other than for cause, the Superintendent's remaining sick days as of the last day of employment will be paid at the rate of \$30 per day, up to 15 days. The Board may approve additional sick leave with full pay at its sole discretion.
- D. The Board shall provide the Superintendent with two (2) days of bereavement leave per year for the death of any member of the Superintendent's immediate family. The "immediate family" shall consist of the Superintendent's spouse, children, parents, spouse's parents, grandparents, and siblings.
- E. The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences at the local, state and national level. The Board shall provide reasonable reimbursement of actual expenses to allow the Superintendent to attend professional meetings at the local and state level that will serve to enhance his effectiveness as Superintendent, subject to budget limitations and prior Board approval.

5. DUTIES

The Superintendent of Schools is the chief executive officer of the Hampton Board of Education. In harmony with the policies of the Board of Education and the laws of the State of Connecticut, as defined in Connecticut statutes, the Superintendent has executive authority over the school systems 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 policy and plans, and he takes the initiative in presenting to the Boards policy and planning issues for the Board's attention.

The Superintendent shall attend all meetings of the Hampton Board of Education and shall participate in all Board deliberations which situations shall be controlled by the provisions of the Connecticut Freedom of Information Act, Conn. Gen. Stat. Sec. 1-200 et seq. except when matters relating to his own employment are under consideration. The Superintendent may be requested to attend Board committee meetings, but he may, with reasonable notice

and justification, appoint a delegate to attend such meetings.

This position is a part time position (approximately 12 hours per week). The Superintendent shall devote his time and attention to the functions and responsibilities of his position. The Superintendent may undertake consultation work, speaking engagements, writing, lecturing, etc., or other professional matters and obligations, provided that no such matters interfere with his ability to perform the responsibilities of the Superintendent of School for the Hampton Board of Education

6. EVALUATION

The Board shall evaluate 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 upon between the Board and the Superintendent. The evaluation and criteria shall be reasonably related to the goals and objectives of the Board for the year in question.

By October 1 of each year of this agreement, the Superintendent shall:

- Provide the Board of Education with an outline of annual goals;

By February 1 of each year of this agreement, the Superintendent shall:

- Provide the Board of Education with an update of progress toward annual goals.

The Board shall evaluate the Superintendent prior to April 30 of each year of this Contract. The Board shall discuss the Superintendent's evaluation with him in executive session unless the Superintendent requests that such discussion take place in public session. The evaluation shall be given to the Superintendent, in writing, within ten (10) days after its completion. The Superintendent shall have the right to submit a response, in writing, to the evaluation.

If the Board determines that the performance of the Superintendent is deficient in any respect, it may describe such performance concerns in writing and in reasonable detail. In addition, the Board may appoint a committee of no less than 2 board members to meet in executive session with the Superintendent to assist the Superintendent in improving his performance. Such committee may report the results of such meetings to the full board in executive session.

7. TERMINATION

A. The parties may, by mutual consent and agreement, terminate this Contract at any time. Moreover, if this Contract is not renewed prior to the expiration of the last day of the third year of the Contract, it shall, by operation of law, be deemed to have been terminated.

B. The Board may terminate this Agreement during its term for one or more of the

following reasons:

- (1) Incompetence,
- (2) Insubordination against reasonable rules of the Board,
- (3) Moral misconduct,
- (4) Inability to perform the essential functions of the position, with or without a reasonable accommodation; and
- (4) For other due and sufficient cause.

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.

If termination is proposed, the Board shall serve on the Superintendent, by certified or registered mail, written notice that termination of his contract is under consideration. A written statement of the reasons for consideration of termination shall accompany such notice. Within fifteen (15) days after receipt of such written notice, the Superintendent may file with the Board a written request for a hearing before the Board, which hearing shall be held within twenty (20) days after receipt of such request, unless the parties agree otherwise. 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 relied on to the Superintendent. The Board's decision shall be based upon evidence presented at the hearing. Such hearing may be in executive session or public session, at the option of the Superintendent and to the extent consistent with law. The Superintendent shall have the right to his own counsel at such hearing at his own expense. Any time limits established herein may be waived by mutual agreement of the parties. The decision of the Board shall be final.

- C. The Superintendent may terminate this Agreement provided he gives at least three (3) months written notice to the Board. Failure to provide this three (3) months notice will result in forfeiture of repayment for unused vacation and/or sick time.
- D. Termination of this Agreement also serves to terminate the Superintendent's employment with the Board; and the salary and fringe benefits set forth in this Agreement shall cease as of the date of termination.
- E. Nothing in this Contract shall prevent the Board from suspending the Superintendent from work when there are allegations of misconduct against him. During such suspension, the Superintendent shall continue to be entitled to all rights under this Contract, until termination.

8. ARBITRATION

Any claims, disputes or controversies arising out of or relating to this Agreement between

the Board and the Superintendent, up to and including termination of the employment relationship, shall be settled exclusively by final and binding arbitration before a neutral arbitrator chosen in accordance with the employment rules of the labor and employment rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties.

9. GENERAL PROVISIONS

- A. This Agreement contains the entire agreement by and between the Board and the Superintendent and supersedes all prior written and/or oral agreements between the parties. It may not be amended orally. It may be amended only by an agreement in writing, signed by both parties. If this occurs, the amendment shall be attached to this document.
- B. If any part of this Agreement is invalid, such invalidity shall not affect the remainder, which remainder shall be binding upon the parties.
- C. Unless otherwise agreed to or as otherwise stated, reference to "year" means the period of July 1 through June 30.


10. MISCELLANEOUS

Pursuant to applicable law, the duties of the Board shall include the obligations as set forth herein. The allocation of costs, membership of the Board and its voting requirements shall be determined in accordance with its applicable rules, regulations and/or bylaws.


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



Andrew Skarzynski



Date




Rose Bisson
Chair – Hampton Elementary School Board of Education



Date



Witness



Date

