

**BOARD OF EDUCATION  
WOLCOTT, CONNECTICUT  
SUPERINTENDENT'S CONTRACT**

**RECEIVED**  
12-12-2017  
*Dolores C. Slater*  
TOWN CLERK  
WOLCOTT, CONN.

It is hereby agreed by and between the Board of Education of the Town of Wolcott, located in the State of Connecticut (hereinafter called the Board) and Dr. Anthony Gasper (hereinafter called the Superintendent) that said Board in accordance with its action as found in the minutes of the meeting held on the 23rd day of October, 2017 has employed and does hereby employ the said Dr. Anthony Gasper as Superintendent of Schools for the period commencing November 23, 2017 and ending June 30, 2020. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in the Town of Wolcott as prescribed by Section 10-157 of the Connecticut General Statutes, and by the rules and regulations made there under by the State Board of Education, and the rules and regulations of the Board of Education of the Town of Wolcott, subject to the following terms and conditions of employment.

1. The Superintendent agrees to perform faithfully the duties of Superintendent of Schools; and to serve as Executive Officer of the Board of Education for the term of this Agreement, commencing November 23, 2017.

For such service in the first year of the Agreement, from November 23, 2017 to June 30, 2018, the Superintendent shall receive a total base salary comprised of the following two parts: (a) the amount of \$169,370 plus (b) an elective tax sheltered annuity (403-B plan) for \$8,000, selected by the Superintendent, pursuant to a valid and legally binding salary reduction agreement. The salary payment shall be prorated for the eight months of the initial year of the Agreement.

For such service in the second year of the Agreement, from July 1, 2018 to June 30, 2019, the Superintendent shall receive a total base salary comprised of the following two parts: (a) the amount of \$172,757 plus (b) an elective tax sheltered annuity (403-B plan) for \$9,000, selected by the Superintendent, pursuant to a valid and legally binding salary reduction agreement.

For such service in the final year of the Agreement, from July 1, 2019 to June 30, 2020, the Superintendent shall receive a total base salary comprised of the following two parts: (a) the amount of 176,212, plus (b) an elective tax sheltered annuity (403-B plan) for \$10,000, selected by the Superintendent, pursuant to a valid and legally binding salary reduction agreement.

2. The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this contract, provided that any such adjustment shall not reduce the salary amount set out above. Before the end of June each year, by mutual agreement between the Board and the Superintendent, a new three-year contract may be negotiated.

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The Board will consider, annually, a merit stipend based upon school district achievements. At the option of the Board, any such stipend may be added to the annual salary of the Superintendent.

3. The parties may terminate this contract during its term by mutual agreement at any time. The Superintendent may resign his employment under this contract during its term, provided however that the Superintendent shall provide at least ninety (90) days prior written notice of such resignation. Throughout the term of this contract the Superintendent shall be subject to discharge for good and just cause, provided, however, that the Board shall not arbitrarily or capriciously call for his dismissal, and provided further, that the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be represented by legal counsel in any such proceedings, said legal expenses would be incurred by the Superintendent.
4. Throughout the term of this contract, the Superintendent shall furnish a valid and appropriate certificate to act as Superintendent of Schools in the State of Connecticut as directed by the Board. The Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this contract, provided however, that the Superintendent by agreement with the Board may undertake consultative work, speaking engagements, writing, lecturing, teaching, or other professional duties and obligations at times that do not conflict with his duties as Superintendent.
5. *Duties.* The Superintendent of Schools is the Chief Executive Officer of the Board. In harmony with the policies of the Board of Education, Connecticut State Laws and the State Board of Education Regulations, 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.
6. 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 when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Board committee meetings and he or his designee may attend such meetings.
7. The Superintendent has a twelve-month work year and is entitled to 13 legal holidays that are provided annually, as scheduled by the Board of Education [New Year's Day; Martin

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Luther King Day; President's Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day, Day after Thanksgiving; Christmas Eve Day; Christmas Day.]

8. The Board of Education shall provide the Superintendent with access to its group medical and dental insurance benefits. In the first year of this Agreement, from November 23, 2017 to June 30, 2018, the Board shall pay for eighty and one-half percent (80.5%) of the annual premium for the HDHP medical insurance plan. The Superintendent shall contribute nineteen and one-half percent (19.5%) of the annual premium cost through payroll deduction, if medical insurance coverage is taken.

In the second year of this Agreement, from July 1, 2018 to June 30, 2019, the Board shall contribute eighty percent (80.0%) of the annual premium and the Superintendent shall contribute twenty percent (20.0%) of the annual premium.

In the final year of this Agreement, from July 1, 2019 to June 30, 2020, the Board shall contribute seventy nine and one-half percent (79.50%) of the annual premium and the Superintendent shall contribute twenty and one-half percent (20.50%) of the annual premium.

The Board will contribute into a Health Savings Account at a level equal to 50% of the applicable deductible amount (\$1,000 for single and \$2,000 for two person and family) for the specific plan year. The Board's contributions will be deposited in equal amounts into the H.S.A. account on two occasions during the work year (December and March). The Board shall have no obligation to fund any portion of the H.S.A. deductible amount after the Superintendent's separation from employment.

In the first year of this Agreement, from November 23, 2017 to June 30, 2018, the Board shall contribute eighty and one-half percent (80.5%) of the annual premium for the dental insurance plan and the Superintendent shall contribute nineteen and one-half percent (18.5%) of the annual premium cost through payroll deduction, if dental insurance coverage is taken.

In the second year of this Agreement, from July 1, 2018 to June 30, 2019, the Board shall contribute eighty percent (80.0%) of the annual premium and the Superintendent shall contribute twenty percent (20.0%) of the annual premium.

In the final year of this Agreement, from July 1, 2019 to June 30, 2020, the Board shall contribute seventy nine and one-half percent (79.50%) of the annual premium and the Superintendent shall contribute twenty and one-half percent (20.50%) of the annual premium.

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The Board reserves the right to adjust its contribution to the Superintendent's medical and dental insurance premium contributions on an annual basis, in accordance with any discussions referenced in Paragraph 2 of this Agreement.

9. A term life and accidental death and dismemberment policy shall be paid for by the Board in the amount of \$400,000.
  
10. The Superintendent shall be entitled to twenty (20) days of sick leave per year, accumulative to 150 days. The Superintendent shall also receive twenty-five (25) vacation days annually, exclusive of legal holidays. Vacation shall be taken within the contract year in which it is earned, and any carry-over, must be approved in advance by the Board.
  
11. The Superintendent shall be entitled to leave of absence with full pay for the following reasons:
  - A. Death in the Family (1) an absence not to exceed five (5) school days on account of death in the immediate family shall be allowed for each of the following cases with full pay: immediate family means husband, wife, father, mother, son, daughter, brother, sister; (2) an absence of not to exceed three (3) calendar days on account of death shall be allowed in each of the following cases with full pay: grandparents, grandchildren, mother-in-law, father-in-law.
  
  - B. Religious Observance An absence not to exceed three (3) school days per year with full pay shall be allowed for the observance of religious holy days.
  
  - C. Personal Reasons Absence with full pay for personal reasons such as funerals, other than covered by immediate family, legal business, illness in the family, etc., shall not exceed three (3) school days per year. Application shall be made in writing to the Board of Education Chair at least forty-eight hours before the beginning date of the requested leave (except in the case of emergencies). Upon receipt of the request, the Board of Education will consider its contents and either grant or deny the request, basing his/her decision on the contents and the circumstances.
  
  - D. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the Superintendent is entitled. For approved leaves of absence other than those covered by any portion of this Agreement, the rate of deduction, if any, shall be determined by the fraction of the work year.

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12. The Superintendent is expected to attend appropriate professional meetings at the local and state levels, the expenses of said attendance to be paid by the Board.
13. Mileage shall be reimbursed at the IRS rate for all business and professional related travel. The Superintendent shall be provided a monthly allowance of \$50 to defray the cost of a cell phone that he uses for professional communication needs.
14. At the discretion of the Board, the Superintendent may be allowed leave, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.
15. The Superintendent may be granted other extended leaves at the discretion of the Board. The Superintendent shall be granted long term disability insurance at the Board's expense. If called for jury duty, the necessary leave shall be provided to fulfill all legal obligations.
16. If requested by the Superintendent in writing by February 15, 2019, the Board shall take action on the renewal of this contract by April 1, 2019.

Prior to May 1, 2019, the Board of Education shall vote on a new agreement upon terms to be negotiated by the parties. Failure to take such action by that time shall automatically result in the employment contract being renewed for three years.

17. The Superintendent shall fulfill all aspects of this Agreement any exceptions thereto shall be by mutual agreement in writing. Failure to fulfill the obligations agreed to in this contract shall constitute a violation of the State Professional Code of Responsibility and Town Code of Ethics, thus will be reported by the Board to the appropriate state association of school administrators and state educational authorities.
18. Any portion of this Agreement that is or becomes invalid shall be ineffective and the remainder of the contract shall remain in full force and effect.
19. *Evaluation.* The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. Said evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. 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.

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20. *Evaluation Procedure* The Board, in Executive Session, shall evaluate the Superintendent no later than November 15<sup>th</sup>, in each year of this contract. In the event that the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, of said deficient performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be deficient and all other instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent not later than November 30<sup>th</sup> in each year of this contract and 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 in Executive Session shall meet with the Superintendent to discuss the evaluation.
21. Whenever the Board has evaluated performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Board shall meet with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. The Board shall submit to the Superintendent a report summarizing its activities and results, including efforts by the Superintendent to meet established goals and objectives within ninety (90) days; of such meeting(s). Thereafter, the Board may require additional meetings where necessary.

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Dr. Anthony Gasper, Superintendent  
Wolcott Public Schools  
Dated: November \_\_, 2017

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Patricia Najarian, Chairman  
Wolcott Board of Education  
Dated: November \_\_, 2017