

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS
Fairfield, Connecticut**

It is hereby agreed by and between the Board of Education of the Town of Fairfield (hereinafter called the "Board") and Michael Cummings (hereinafter called the "Superintendent") that the said Board does hereby employ Mr. Cummings as Superintendent of Schools of the Town of Fairfield and that Mr. Cummings hereby accepts employment as Superintendent of Schools of the Town of Fairfield upon the terms and conditions hereinafter set forth. Any changes to this Contract of Employment must be set forth in a writing signed by both parties in order to be binding on said parties.

1. TERM

The term of said employment is August 12, 2019 through June 30, 2022. 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 (June 30, 2020), the Board of Education, at the request of the Superintendent, may vote for a new agreement for a three-year term commencing July 1, 2020.
- 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 of Education 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 Schools in the State of Connecticut, in accordance with Connecticut General Statutes. If the Superintendent fails to so possess or maintain such certification, then this Agreement shall be 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.

3. BASE SALARY

- a. The salary of the Superintendent for the first year of this Agreement, from August 12, 2019 through June 30, 2020, shall consist of the following three components:

(1) a base salary in the sum of two-hundred-twenty-three thousand dollars (\$223,000); in equal weekly 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;

(2) an additional sum equal to ten-thousand dollars (\$10,000) to be paid as an elective deferral deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses from the Board's list of approved 403(b) vendors pursuant to the Fairfield Public Schools 403(b) Retirement Plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code, as amended; and

(3) an option for self-contribution up to the IRS maximum if he so chooses, as an elective deferral deducted from his salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and Contributed to the Fairfield Public Schools 457 Plan, an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service. The components in sections 1 and 2 above are annual amounts which will be prorated for the first year of this Agreement.

- b. The Board and the Superintendent shall negotiate the salary for the second year of this Agreement (July 1, 2020 through June 30, 2021) prior to June 30, 2020. 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 for the 2020-2021 school year be less than the amount set out above for payment during the 2019-2020 school year before proration based on the partial year.

- c. The Board and the Superintendent shall negotiate the salary for the third year of this Agreement prior to June 30, 2021. 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 for the 2021-2022 school year be less than the amount set out above for payment during the 2020-2021 school year.
- d. In the event this Contract is extended beyond the 2021-2022 school year as set forth in Section 1 above, the parties shall negotiate the Superintendent's salary prior to June 30. In the event the parties cannot agree on the salary to be paid to the Superintendent, the salary shall be determined by the Board, but in no event shall the salary paid to the Superintendent for any year be less than the amount set forth in the prior year.

4. FRINGE BENEFITS

- a. The Board of Education shall provide the Superintendent with twenty-five (25) vacation days annually, prorated for the first year of this Agreement, exclusive of legal holidays. Vacation days shall be scheduled in conjunction with the Board. The Superintendent shall be able to carry over up to five (5) accumulated vacation days per year to be used in any subsequent year. The Superintendent shall have accumulated vacation time of no greater than thirty (30) days during the second year of this Agreement (the sum of the twenty-five (25) days allotted for the then current contract year plus a maximum of five (5) carry over days from the first year of this Agreement) and shall have accumulated vacation time of no greater than thirty-five (35) days during the third year of this Agreement (the sum of the twenty-five (25) days allotted for the then current contract year plus a maximum of five (5) carry over days from the first year of this Agreement [assuming that no such carry over days were used during the second year of this Agreement] and an additional maximum of five (5) carry over days from the second year of this Agreement).
- b. The Board shall provide the Superintendent with annual paid holidays that conform to those provided for by the annual Fairfield Public Schools Student Calendar.
- c. The Board shall provide the Superintendent with sick leave with full pay of eighteen (18) days in each year of this Agreement prorated for the first year of this Agreement. Unused sick leave shall be accumulated from year to year up to accumulative maximum of one hundred eighty (180) days. In addition, the Superintendent shall be credited with 54 sick days upon the commencement of this Contract, which is the number of sick days he had accrued while employed by the Fairfield Public Schools prior to August 12, 2019. Upon retirement or separation from the Fairfield Public Schools the Superintendent's remaining sick days will be forfeited. In addition, the

Board may allow sick leave with full pay according to the following guidelines: Up to thirty (30) additional days with one to five years of service; up to sixty (60) additional days with five to ten years of service; and up to ninety (90) additional days with 10 or more years of service.

- d. The Board shall provide the Superintendent with personal leave with full pay of up to five (5) days in each year of the Agreement, prorated for the first year of this Agreement. Whenever it is reasonably possible to do so, the Superintendent shall give the Board advance written notice of his intention to take personal leave.
- e. The Board shall provide the Superintendent with 5 days of bereavement leave for the death of any member of the Superintendent's immediate family. The "immediate family" shall consist of the Superintendent's spouse, children, parents and siblings.
- f. The Board shall provide medical, dental and prescription drug insurance for the Superintendent and the members of his immediate family during the term of the Agreement, which shall be the same insurance as that provided for the Fairfield Central Office Administrators and on the same terms as are provided for the Fairfield Central Office Administrators, including but not limited to premium cost share contribution percentages and monthly premium cost share dollar amounts may from time to time be modified. Any changes to the Board's medical, dental and prescription drug insurance that occur during the term of this Contract shall be applicable to the Superintendent.
- g. The Superintendent will be covered by the Board's current disability plan in accordance with the terms of that plan. The Superintendent may obtain the details of the Board's current disability plan by contacting the Human Resources Department.
- h. The Board shall provide term life insurance for the Superintendent in the amount of one million dollars (\$1,000,000) during the term of this Agreement.
- i. The Board shall pay the full cost of the Superintendent maintaining professional association membership in the Connecticut Association of Public School Superintendents (CAPSS), the Connecticut Center for School Change and the Fairfield Rotary Club. With Board approval, the Superintendent may attend one national professional learning opportunity (such as ASCD, Learning Forward, etc...) at the Board's expense.
- j. 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.

- k. The Board shall provide the Superintendent reimbursement at the IRS rate for all mileage reasonably incurred by the Superintendent in the performance of his duties.
- l. The Board shall provide the Superintendent with all business supplies necessary for the conduct of his position, including a cell phone, and cell phone account payable by the Board, an organizer, projector, screen, office desktop computer and a laptop computer determined by the Superintendent in coordination with IT services.
- m. The Board shall maintain a Section 125 salary reduction plan which will be designed to permit exclusion from taxable income of the Superintendent's share of health insurance premiums and child care expenses. Within said Section 125 salary reduction plan, the Board shall also adopt and maintain a flexible spending account for the purpose of enabling the Superintendent to divert a portion of his gross salary, prior to reduction for federal income taxes, by a minimum of one hundred dollars (\$100) to a maximum of two thousand five hundred dollars (\$2,500) per plan year for health reimbursement, and by a minimum of five hundred dollars (\$500) to a maximum of five thousand dollars (\$5,000) per plan year for dependent care, such amounts being subject to annual cost of living adjustment as determined by the IRS and to statutory amendment, into an account from which, during the course of the plan year, he will be reimbursed for health care costs and dependent care costs that his covered dependents incur which are not covered by medical or dental plans, if any, as provided in this Agreement, including but not limited to his share of the premium costs of such plans. Under no circumstances will the Board be required to contribute any monies to the Section 125 plan or to any account established pursuant thereto. Furthermore, the Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction arrangement, and shall incur no obligation in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions.
- n. The Superintendent shall have a comprehensive medical examination annually by a licensed physician to confirm his ability to perform the essential functions of his job. The Superintendent hereby authorizes his physician to provide the Board Chair with a statement certifying to the physical competence of the Superintendent to perform his duties and, furthermore, agrees that such statement shall be filed in his medical records file and maintained as confidential in accordance with the Board's standard

operating practices regarding employee medical records, but with the exception that in the event of such physician concluding that the Superintendent is not physically fit to perform the essential functions of his position, such conclusion and supporting information may be shared with the Board as a whole in confidence, subject only to disclosure as may be required by the Connecticut Freedom of Information Act; Conn. Gen. Stat. Sec. 1-200 et seq. The Superintendent shall submit the cost of said medical examination and reports through his medical insurance, and the Board shall reimburse the Superintendent for any related out-of-pocket expenses. Said statement shall be provided during August 2019, or as soon thereafter as the exam can take place, and during August annually thereafter.

5. DUTIES

The Superintendent of Schools is the chief executive officer of the Board. In harmony with the policies of the Board of Education and the laws of the State of Connecticut, 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, 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 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.

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

The Superintendent shall devote his full time and attention to the functions and responsibilities of his position; and so, during the term of his employment, will not be engaged in other compensable activities, professional or otherwise which would conflict with the performance of his duties as Superintendent of the Fairfield Public Schools. Accordingly, although other compensable activities, professional or otherwise engaged in by the Superintendent on weekends, holidays or vacations would normally be regarded as not interfering with or conflict with the performance of the duties as Superintendent, before accepting any other paid employment, the Superintendent will notify and receive the permission of the Board.

6. EVALUATION

The Board shall evaluate the performance of the Superintendent in June each year, during the term of this Agreement, in writing or otherwise as the Board and the Superintendent may agree. The evaluation will be conducted by means of a system and format of evaluation used or recommended by the Connecticut Association of Boards of Education. In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it may describe in writing the reasons supporting its determination. A copy of any written evaluation shall be delivered to and discussed with the Superintendent, who shall have a right to make a written response to the evaluation.

7. TERMINATION

- a. The parties may, by mutual consent and agreement, terminate this Contract at any time.
- 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) Disability as shown by competent medical evidence, and
 - (5) 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 and evidence 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 four (4) months written notice to the Board.
- d. Termination of this Agreement also serves to terminate the Superintendent's employment with Fairfield Public Schools; and the salary and fringe benefits set forth in this Agreement shall cease as of the date of 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 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. 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. Reference in this Agreement to "year" means the period of July 1 through June 30, except for the first year of this Agreement, which is August 12, 2019 through June 30, 2020.

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

July 31, 2019
Date

Michael Cummings
Michael Cummings
Superintendent of Schools

July 31, 2019
Date

Christine Vitale
Christine Vitale, Chair
Fairfield Board of Education