Scotland Board of Education
Superintendent's Contract
July 1, 2018 - June 30, 2021

It is hereby agreed by and between the Board of Education of the Town of Scotland (hereinafter called the "Board") and Francis A. Baran that the Board has and does employ Francis A. Baran ("Superintendent") as the Superintendent of Schools of Scotland, Connecticut, and that he hereby accepts employment as Superintendent of Schools of Scotland, Connecticut, upon the terms and conditions hereinafter set forth.

1. DUTIES

1.1. The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board, state laws and 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, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth.

1.2. The Superintendent 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.

1.3. The Superintendent, or his designee, shall attend all meetings of the Board 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 shall attend such meetings.

1.4. The Superintendent will have discretion to organize, reorganize and arrange the administrative and supervisory staff in a manner which, in his/her judgment, best serves the Scotland Public Schools. The administration of instruction and business affairs will be lodged with the Superintendent and administered by him/her with the assistance of staff. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, within the confines of Board policy. The Board, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.
2. TERM

2.1. The term of employment under this contract is from July 1, 2018 to June 30, 2021. The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent’s employment:

2.1.1 Prior to the end of the 2019-2020 school-year, the Board, at the request of the Superintendent, may ballot on whether to extend the Superintendent’s employment;

2.1.2 Prior to the end of the 2020-2021 school-year, the Board shall ballot whether to extend the Superintendent’s employment.

2.2 Anything in this section to the contrary notwithstanding, the provisions of SECTION 5: TERMINATION shall take precedence and the Superintendent’s employment may be terminated under the provisions of such section.

3. BASE SALARY

3.1. The Superintendent shall serve four tenths (.4) of full time, which is one hundred four (104) days per year, averaging two (2) days per week.

3.2. For the period July 1, 2018 to June 30, 2019 the Superintendent shall receive a salary of Fifty Six Thousand Six Hundred and Sixty Two Dollars ($56,662), annualized base salary;

3.3. For the period July 1, 2019 to June 30, 2021 a minimum base increase equivalent to the percentage increase for the top step of the highest teacher ladder will be calculated and applied to the salary for the 2019-2020 and the 2020-2021 school years.

3.4. Compensation for the Superintendent’s services under any later contract of employment shall be negotiated and agreed to by the Board and the Superintendent prior to the commencement of the new contract term.

4 EVALUATION

4.1 The Board shall evaluate the performance of the Superintendent in executive session prior to the end of May of each school-year of this contract.

4.2 In the event that the Board determines under the evaluation format that the performance of the Superintendent is significantly deficient in any respect, the Board shall meet in executive session with the Superintendent for the purpose of discussing his performance and describing such deficiencies in detail, indicating specific examples where appropriate. The discussion shall include recommendations as to areas of improvement in all instances where the Board deems performance to be significantly deficient.

5 TERMINATION

5.1 The parties may, by mutual agreement, terminate this contract at any time.

5.2 The Superintendent may terminate this contract upon written notice of one hundred eighty
(180) days except that the one hundred eighty (180) 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;

5.3 The Board may terminate this contract of employment during its term for one or more of the following reasons:

5.3.1 Inefficiency or incompetence;
5.3.2 Insubordination against reasonable rules of the Board;
5.3.3 Moral misconduct;
5.3.4 Disability as shown by competent medical evidence;
5.3.5 Other due and sufficient cause.

5.4. In the event the Board seeks to terminate this contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of this 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 twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and if the decision is adverse to the Superintendent, shall send a copy of its decision setting forth reasons and the evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

5.5. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to counsel of his choice, at his own expense.

5.6. Any time limits established herein may be waived by mutual agreement of the parties.

5.7. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the remaining salary provided for in this contract.

6. FRINGE BENEFITS AND WORKING CONDITIONS
6.1 The Superintendent shall be reimbursed for out-of-pocket expenses incurred in the performance of his professional duties. When using his motor vehicle on school related business, the Superintendent shall be reimbursed at the then current IRS rate allowance per mile.
6.2 The Superintendent shall be reimbursed for payment of dues to professional organizations relating to his work for the Board.
6.3 The Superintendent shall attend appropriate professional meetings at the local, regional, state and national level, the expenses of such attendance and membership fees to be incurred by the Board.

6.4 The Board hereby reaffirms its obligation to indemnify Superintendent pursuant to Connecticut General Statutes §§10-235 and 10-236a, as amended.

6.5 If at any time during the year the Superintendent expects to be absent from the district more than one week, he will notify the Board Chairperson at least one week in advance, except in an emergency.

7 GENERAL PROVISIONS

7.1 If any part of this contract is invalid, such invalidity shall not affect the remainder of such contract, but such remainder shall be binding and effective against all parties.

7.2 This contract may not be amended orally but may be amended only by an agreement in writing, signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract the day and year aforesaid.

Dated on this sixth day of June, 2018.

[Signature]
Brynn Lipsted
Board of Education Chairperson, for the Scotland, Connecticut Board of Education

[Signature]
Francis A. Baran
Superintendent of Schools