

Superintendent's Contract of Employment

This Agreement is made on the date indicated below by and between the Board of Education of Regional School District 18 of Old Lyme, Connecticut (hereinafter referred to as "the Board") and Ian M. Neviaser, of Essex, Connecticut, (hereinafter alternately referred to as "the Superintendent"). In consideration of the mutual promises and forbearances contained herein and for other good and sufficient consideration, the parties agree as follows:

1) The Board, by action taken pursuant to the provisions of Section 10-157 of the Connecticut General Statutes, has and does hereby agree to employ Ian M. Neviaser, as Superintendent of Schools for the Regional School District 18, to perform all of the duties incumbent upon the person holding the Superintendent of Schools position pursuant to law.

2) The term of the appointment of the Superintendent and of this Agreement shall be from July 1, 2017 to and including June 30, 2020.

3) The Superintendent hereby accepts said employment with the Board and agrees to perform faithfully and diligently the duties of Superintendent of Schools. The Superintendent is the Chief Executive Officer of the Board, serves at the discretion of the Board and faithfully and diligently executes such policies and educational initiatives as shall be established by the Board. The Superintendent shall comply with the policies of the Board and with state and federal laws and regulations. The Superintendent, by virtue of his status as Chief Executive Officer of the Board, has executive authority over the day-to-day management of the school system. The Superintendent shall advise the Board on policies and plans for the improvement of education in the District and shall take the initiative in presenting to the Board such policy and planning issues for the Board's attention as shall be intended to improve the quality of education in the District. At all times, while in the employ of the Board, the Superintendent shall be duly and

properly certified by the State of Connecticut to discharge the duties of the Office of Superintendent of Schools.

The duties of the Superintendent of Schools are covered in more detail under Board of Education policy.

The Superintendent shall attend all meetings of the Board and its committees and subcommittees and shall be prepared to assist the Board, its' committees and/or its' subcommittees in deliberations unless excused by the Board Chair or the appropriate committee chair, except when confidential matters relating to his own employment are under consideration. With the advance approval of the Board Chair, the Superintendent may appoint a designee to attend meetings when unable to be present personally.

4) The Superintendent agrees to devote full time and energies to the performance of the duties of the Office of Superintendent. The Superintendent may undertake speaking engagements, writing tasks, lecturing, or other professional duties and obligations, provided such outside activities do not interfere with the full and satisfactory performance of the responsibilities of the Office of Superintendent and further provided that the Board Chair is notified in advance and approves in advance all such outside duties, activities or obligations which the Superintendent desires to undertake.

5) As provided above, the term of said employment and of this Agreement is for a period extending from July 1, 2017 to June 30, 2020. Between May 1st and June 30th of any given year during which this Agreement is in effect, beginning with May 1, 2018, the Superintendent and the Board shall discuss the possibility of extending this contract for an additional period of time, and the Board shall act upon whether or not to extend the contract, within such two (2) month period. During the month of May of any given year during which this

contract is in effect, beginning with May, 2018, the Superintendent shall provide written notice to each Board member, by mail, e-mail, or in person at a Board meeting, of the imminent start of the annual two (2) month extension consideration period. Failure by the Board to vote on any extension under consideration within the aforesaid time frame shall not result in an automatic extension of the Superintendent's contract. The terms of any extension of this Agreement, which shall be only by mutual agreement of the parties, shall be reduced to writing, approved by the Board, and signed by the parties. As provided by state law, the Superintendent's contract shall at no time exceed the term of three (3) years. Unless extended by mutual agreement, reduced to writing, approved by the Board and signed by the parties or terminated earlier as provided elsewhere in this Agreement, this Agreement will terminate in accordance with its terms on June 30, 2019, and its provisions shall thereafter be of no force and effect.

Commencing on July 1, 2017, for the 2017-18 year of this Agreement, the salary of the Superintendent shall be one hundred eighty-eight thousand, four hundred and forty dollars (\$188,440). In addition, the Superintendent will receive an employer provided tax sheltered annuity of twenty thousand dollars (\$20,000).

The salary for the second and third year of this Agreement shall be negotiated between the Board and the Superintendent and if no agreement concerning salary is reached, the Superintendent's salary and tax sheltered annuity shall continue at the rate of the preceding year. The salary shall be paid bi-weekly.

6) The Superintendent shall be credited with twenty-eight (28) days of paid vacation annually, exclusive of legal holidays. All vacation taken shall be subject to the advance approval of the Board and a maximum carryover of up to thirty (30) unused vacation days shall be allowed. On or about June 30, 2018, June 30, 2019, and June 30, 2020, the Board shall pay the

Superintendent for up to five (5) of the vacation days that he has not used in each of those full contract years, at the per diem value of a day. This payment will be made as an employer contribution directly to the Superintendent's tax sheltered annuity. All unused vacation days for which the Superintendent is paid will not be included in any rollover of unused days.

7) The Superintendent shall be credited with sick leave at the rate of eighteen (18) days annually which may be accumulated to a maximum of two hundred thirty (230) days. Sick days shall not be considered an accrued benefit. Upon the Superintendent's separation from employment, remaining accumulated sick days shall be forfeited. Consequently, there shall be no payment to the Superintendent for unused sick days.

8) The Superintendent may take up to five (5) personal days annually for family, legal, medical, or other business that cannot be scheduled outside of the work day. Personal days shall not be considered an accrued benefit. Such days shall not be cumulative and shall be forfeited upon the Superintendent's separation from employment.

9) The Superintendent is entitled to up to five (5) days of bereavement leave per year for the death of members of his immediate family. Immediate family is defined for purposes of this section as the Superintendent's spouse, children, parents, siblings, grandparents or grandchildren. Additionally, the Superintendent may take bereavement leave for other family members, as appropriate.

10) The Board agrees to make available to the Superintendent and any of his eligible dependents the same medical and dental insurance package enjoyed by certified administrators in the employ of the Board who are represented by the Lyme/Old Lyme Administrators' Association (LOLA), as such package shall be in effect during the term of this contract, provided

that the Superintendent and his eligible dependents are insurable; or receive \$2,500 stipend if waived.

11) The Board shall pay the full reasonable premium for term life insurance covering the Superintendent with the same carrier utilized for LOLA members and a term insurance death benefit equal to that insurance death benefit afforded to LOLA members under the LOLA contract, provided that the Superintendent is insurable, as determined by the Board's insurance carrier.

12) The Superintendent shall be eligible for coverage under the long-term disability income protection policy provided by the Board for the other administrators in the employ of the Board who are represented by LOLA as in effect during the term of this contract, provided that the Superintendent is insurable, as determined by the Board's insurance carrier.

13) All references to insurance coverages under this Agreement are intended as descriptive only and are not intended to, or to be construed as, amending or altering in any way the terms of the underlying insurance policies or coverages referred to herein.

14) The Superintendent represents that he is of sound mind and body. The Superintendent agrees to undergo a comprehensive physical examination by a licensed physician once per year during employment with the Board. In each instance, the Superintendent will furnish a written certification from the licensed physician who conducted the examination to the effect that the Superintendent is able to perform the duties of his position as Superintendent of Schools. Said certification shall be provided to the Board through its Chair. In addition, the Board may require an interim physical and/or mental examination of the Superintendent at any time during the term of this contract and the results of such examination shall be furnished to the Board through its Chair. The results of all examinations will be kept confidential as provided by

law. The Board will reimburse the Superintendent for the reasonable costs of all such examinations which are not covered by the Superintendent's insurance plan.

15) The Board of Education agrees that the Superintendent shall be reimbursed monthly for the use of his own automobile in the performance of his duties at the current maximum Internal Revenue Service non-reportable mileage reimbursement rate upon submission of a log of business miles driven.

16) The Superintendent shall be encouraged to pursue reasonable continuing professional education and professional growth opportunities at the local level designed to improve his efficiency and effectiveness as Superintendent of Schools which do not detract from his effectiveness as Superintendent of Schools. Accordingly, the Board shall reimburse the Superintendent monthly, upon the submission of receipts, for reasonable out-of-pocket expenses incurred in the pursuit of such continuing professional education and professional growth opportunities. Such reimbursement shall also be available for attendance at non-local workshops and seminars relating to the Superintendent's professional growth and development provided that such attendance and costs are reasonable and approved in advance by the Board through its Chair.

The Board encourages the Superintendent to maintain membership in relevant professional associations at the state and national level, and shall pay the full reasonable costs for the Superintendent to maintain memberships in such professional organizations as shall be designed to improve his effectiveness as Superintendent.

17) The parties may, by mutual written agreement, terminate this Agreement at any time.

18) The Superintendent may terminate this Agreement at any time, provided he provides the Board with ninety (90) calendar days advance written notice.

19) Absent termination by either mutual written agreement of the parties or by the Superintendent, in accordance with Section 18 herein, the Board may terminate this contract of employment at any time during its term without notice and without any requirement of salary continuation in accordance with Connecticut General Statutes Section 10-151 for: a) Inefficiency or incompetence; b) Insubordination against reasonable rules of the Board of Education; c) Moral misconduct; d) Disability, as established by competent medical evidence; or e) Other due and sufficient cause. In the event the Board seeks to terminate the contract for cause, it shall mail to the Superintendent written notice that termination of his contract is under consideration. The Superintendent shall have seven (7) days from the date of the written notice in which to file with the Chair of the Board a request for a written statement of reasons for this action, which shall be responded to by the Board within seven (7) days. Within fifteen (15) days after the date of the 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 hearing shall commence within twenty (20) days after receipt of the hearing request. The Board shall render its decision within fifteen (15) days of the conclusion of the hearing and shall send a copy of its decision to the Superintendent. Any such hearing may be in executive or public session as provided under the Freedom of Information Act of the State of Connecticut. Time limits referred to herein are to be calculated on calendar days. Notices, requests and other correspondence required under this section shall be transmitted by personal delivery to the addressee and/or by registered or certified mail.

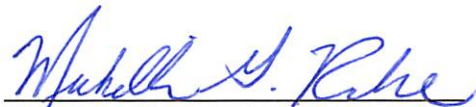
20) The performance of the Superintendent shall be evaluated and reviewed at least annually by the Board of Education in accordance with procedures mutually developed between the Board and the Superintendent. The evaluation of the Superintendent shall be reduced to writing if desired by the Board, requested by the Superintendent, or if required by law.

21) If any term of this Agreement is declared to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in effect and shall be binding upon all parties.

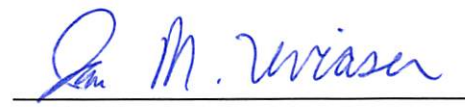
22) This Agreement contains the complete and entire agreement between the parties and it supersedes all prior agreements between the parties, whether verbal or written. This Agreement may not be amended orally, but may be amended only by an agreement in writing approved by the Board and signed by both parties.

23) This Agreement shall become effective upon its approval by the Superintendent, its approval by the full Board of Education as provided by law and the subsequent affixation of the signatures of the parties below.

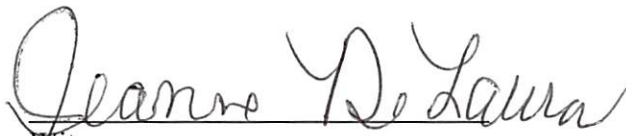
WHEREFORE, the parties, by themselves or their duly authorized representatives, have set their hands to this Agreement, finalizing same, in the presence of a witness as indicated below on this ____ day of June 2017.




Chairperson, Regional School District
Board of Education (duly authorized)



Ian M. Neviasser
Superintendent of Schools



Witness



Witness