

CANTERBURY PUBLIC SCHOOLS
OFFICE OF THE SUPERINTENDENT
45 WESTMINSTER ROAD
CANTERBURY, CT 06331

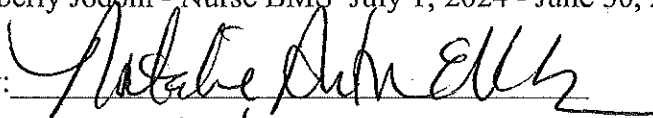
TO; Hand delivered to the Canterbury Town Hall

FROM: Dottie Horn, Executive Assistant to the Superintendent

Items Enclosed:

- Canterbury BOE and Paraeducator & Library Directors July 2024 – June 30, 2027
Non-Union Contracts
- Dr. Christopher Bitgood, Superintendent of Schools - July 1, 2024- June 30, 2027
- Michele Demicco - Director of Finance and Operations July 2024- June 2025
- Alison Nieminen - Accounts receivable / payable July 2024 - June 2025
- Patriet Donahue - Transportation Mechanic July 2024-June 2025
- Dottie Horn - Executive Assistant to the Superintendent July 2024- June 2025
- Miranda Marriott - Nurse CES July 1, 2024- June 30, 2025
- Kimberly Jodoin - Nurse BMS July 1, 2024 - June 30, 2025

Received by:



Date Delivered:

10/31/2024

AGREEMENT

It is hereby agreed by and between the Board of Education for the Town of Canterbury Connecticut (hereinafter referred to as the "Board") and Dr. Christopher Bitgood, Ph.D. (hereinafter referred to as "Dr. Bitgood") the "Superintendent"), that the Board does hereby employ Dr. Bitgood as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157 on the day of June 12, 2024.

WITNESSETH

WHEREAS, the Board requires the services of a Superintendent of Schools; and

WHEREAS, Dr. Bitgood desires to serve the Board in the capacity of Superintendent;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

1. Certification

Prior to commencing work under this Agreement, and at all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools. The Superintendent represents that he has all the educational and administrative qualifications and certifications necessary to serve in the position of Superintendent in accordance with the requirements of the Connecticut State Board of Education.

2. Duties

- A. The Superintendent shall serve as the chief executive officer of the Board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board, and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent 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. 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.

- B. The Superintendent, unless excused by the Board, shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to his own employment, Board self-evaluations, or other special circumstances as determined by the Board are under consideration. The Superintendent or his designee, as authorized by the Board, shall attend all Board Committee meetings.

3. Term of Agreement

- A. The Board agrees to employ the Superintendent and he agrees to serve as Superintendent for the period commencing July 1, 2024 through June 30, 2027 under the direction of the Board. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.
- B. Prior to the end of the 2024-25 and 2025-26 contract years, the Board may vote, after completing the evaluation process as referenced in Section 8 of this Agreement, upon a new agreement to take effect after the expiration of the existing contract. At least six (6) months prior to the end of the 2025-26 contract years, the Superintendent shall notify the Board regarding the provisions of this contract clause.

4. Work Year

The work year for the Superintendent shall be twelve months (260 days). As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on

July 1 and ends on June 30.

5. Base Salary

The annualized base salary amounts set forth in this Agreement shall be prorated for any partial year of service as Superintendent. The Superintendent's base annual salary for each contract year beginning with the fiscal year starting on July 1 each year shall be as follows:

- A. Effective July 1, 2024, a cash component of One Hundred Seventy-Three Thousand Two Hundred and Fifty Dollars (\$173,250) per year; effective July 1, 2025, a cash component of One Hundred Seventy-Eight Thousand Four Hundred and Forty Eight Dollars (\$178,448) per year; and effective July 1, 2026, a cash component of One Hundred Eighty Three Thousand Eight Hundred and One Dollars (\$183,801) per year; and
- B. Effective July 1, 2024, an additional two percent (2 %) of the cash component, specifically Three Thousand Four Hundred Sixty Five Dollars (\$3,465) per year, over and above the cash component set forth in Section 5A, as to which amount the Superintendent will arrange to have an elective deferral deducted from the Superintendent's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Superintendent chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended. Effective July 1, 2025, an additional three percent (3 %) of the cash component, specifically Three Thousand Five Hundred Fifty-Three Dollars (\$5,353) per year and Effective July 1, 2026, an additional three percent (3 %) of the cash component, specifically Five Thousand Five Hundred Fourteen Dollars (\$5,514) per year.
- C. The Superintendent's base salary, as set forth in Sections 5A and 5B above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board.

- D. The total base annual salary compensation, as set forth in Sections 5A and 5B above, shall be subject to the State Teachers' Retirement Board contributions.
- E. The Board and the Superintendent shall meet no later than April 1, 2027 for the purpose of determining whether to extend the terms of this Agreement for a period not to exceed three years.

6. **Benefits**

- A. Pro-ration of Benefits: All vacation, leave time and other benefits shall be prorated for any partial years of service as Superintendent.
- B. Holidays: The Superintendent shall be entitled to paid holidays for legal holidays on which the District's Central Office is closed, as determined by the Board.
- C. Sick Leave: The Board of Education shall provide the Superintendent with 20 sick days annually cumulative to 200 days. Sick leave days used by the Superintendent in any contract year shall first be charged to the twenty (20) days of sick leave credited to the Superintendent at the beginning of that contract year, prior to any charge against the Superintendent's accumulated sick leave. The Superintendent will not be paid or reimbursed for unused sick leave. Absence due to illness/injury beyond accumulated sick leave will not be compensated.
- D. Personal Days: The Board Chair may, at the Board Chair's discretion, grant the Superintendent up to four (4) personal leave days per year, in order to attend to personal matters that cannot be addressed outside the workday. Except for emergency situations, the Superintendent will notify the Board Chair whenever the Superintendent will be absent for personal reasons. The Superintendent will not be paid or reimbursed for unused personal days.
- E. Vacation: The Board shall provide the Superintendent with twenty-five (25) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar.

Such vacation days shall be credited to the Superintendent at the beginning of each contract year. The Superintendent may carry over five (5) days of unused vacation into the following contract year, upon the approval of the Board. Any such days approved for carryover shall be forfeited if not used by the Superintendent during that following contract year. Accordingly, the total number of vacation days available to the Superintendent shall not exceed thirty (30) days at any time. If the Superintendent wishes to take one (1) week or more of vacation at a time, he shall notify the Board Chair of the dates of such vacation. The Superintendent may not take more than three (3) consecutive weeks of vacation without the prior approval of the Board. The Superintendent will not be paid or reimbursed for unused vacation days.

- F. Health and Dental Insurance: The Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in the Connecticut State Partnership Plan 2.0 provided to certified administrators employed by the Board, and in the dental insurance plan provided to certified administrators employed by the Board. The Superintendent shall pay, through payroll deduction, the following percentage of the premiums for insurance coverage as follows:

	<u>Health</u>	<u>Dental</u>
School Year 2024-27	18%	20%

The insurance premium contribution percentages for subsequent years of employment shall be negotiated in conjunction with the base salary negotiations described in Section 5 of the Agreement.

- G. Life Insurance: The Board shall provide and pay for term life insurance for the Superintendent with a face amount of two (2) times the cash portion of the Superintendent's base annual salary.
- H. Long Term Disability Insurance: The Board shall provide and pay for coverage for the Superintendent under the long-term disability insurance policy maintained by the Board for certified administrators employed by the Board.

- I. Insurance Benefits: General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.
- J. Transportation Allowance: The Board shall provide the Superintendent with a transportation allowance of One Thousand Two Hundred Dollars (\$1,200) per year (prorated for partial years of employment) for the use of his automobile on school district business. The transportation allowance shall be subject to all applicable tax withholding and reporting obligations.

7. **Evaluation Format**

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. This 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. If the Board and the Superintendent are unable to reach agreement on an evaluation format, the Board will determine the evaluation format. The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for an evaluation system both as to overall performance and as to the specific criteria set forth in the evaluation format.
- B. The Board in executive session shall evaluate the Superintendent no later than May 31st of each year of this agreement. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent no later than June 30 of each

year of this Agreement. 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. No later than July 31 of each year of this Agreement, the Board in executive session shall meet with the Superintendent to discuss the evaluation. The Superintendent shall provide the Board with a copy of this contract clause, no later than April 15 of each year of this Agreement.

8. Professional Meetings

The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Subject to budgeted appropriations and prior approval of the Board Chair, the Superintendent may attend up to three (3) professional development conferences per year, with the reasonable expenses for the Superintendent's attendance at such programs to be paid by the Board. Subject to budgeted appropriations, the Superintendent may participate in additional conferences, workshops and other similarly professional development activities relevant to the performance of the Superintendent's job duties. Participation in such additional activities must be approved in advance by the Board Chair.

9. Membership in Professional Organizations

Subject to budgeted appropriations and prior approval of the Board Chair, the Superintendent may maintain membership in professional organizations at Board expense provided that such membership is relevant to the performance of the Superintendents' job duties.

11. Outside Professional Activities

The Superintendent may undertake with prior approval of the Board consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided for entities other than the Board, provided such activities do not interfere with his responsibilities as Superintendent. It is further understood that whatever time is taken would be either deducted from the Superintendent's own personal/vacation time or not be compensated by the Board.

12. Termination of Agreement

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate this Agreement during its term for one or more of the following reasons:
 - (1) Inefficiency or incompetence;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence;
 - (5) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of his contract is under consideration.

Such notice shall be accompanied by a written statement of reasons.

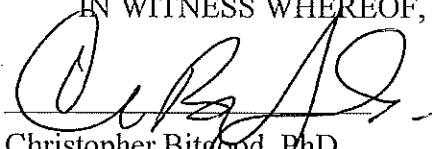
Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which shall be held within thirty (30) days after receipt of such request and such hearing shall not extend beyond a cumulative total of ten (10) hours. The Board shall render its decision within fifteen (15) days of the completion of such hearing and shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for its decision. Such hearing may be in executive session in the Board's discretion, subject to the right of the Superintendent to hold the hearing in open session. The Superintendent shall have the right to his own counsel at his own expense in such proceedings. Any time limits established herein may be waived by mutual

agreement of the parties.

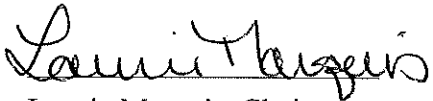
12. General Provisions

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties.
- Commencing upon the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.


Christopher Bitgood, PhD.
Superintendent of Schools

Date: 7/15/24


Laurie Marquis, Chairperson
Canterbury Board of Education

Date: 7/15/24

AS AUTHORIZED by election at a duly noticed meeting of the Board on May 14, 2024.