
AGREEMENT

It is hereby agreed by and between the Easton Board of Education, the Redding Board of Education and the Region 9 Board of Education (hereinafter collectively referred to as the "Boards"), and Dr. Jason McKinnon, that the Boards do hereby employ Dr. Jason McKinnon as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Dr. Jason McKinnon (hereinafter referred to as the "Superintendent") hereby accepts such employment, upon the terms and conditions hereinafter set forth.

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.

2. Duties

The Superintendent shall serve as the chief executive officer for the Boards. 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 Boards, 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 the Superintendent's discretion, subject to later approval by the respective Boards, upon all emergency matters and those as to which the Superintendent's powers and duties are not expressly limited or are not particularly set forth. The Superintendent advises the Boards on policies and plans that the Boards take under consideration and takes the initiative in presenting to the Boards policy and planning issues for the Boards' attention. The Superintendent shall attend all meetings of the Boards and shall participate in all Board deliberations, except when matters relating to the Superintendent's own employment are under consideration, unless excused by the respective Board Chair. The Superintendent or designee, as authorized by the respective Boards, shall attend all Board Committee meetings, unless excused by the respective Committee Chair.

3. Term of Agreement

A. The term of employment is from July 1, 2024 to June 30, 2027. By June 30 of each contract year thereafter, the Board shall vote whether the Superintendent's contract will be extended.

B. Anything in this Section 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.

4. Work Year

The work year for the Superintendent shall be twelve months. 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. Compensation

A. Base Salary: The Superintendent's base annual salary for the 2024-2025 contract year shall be \$262,655. The salary increase for the 2025-2026 contract year shall be 2%. The salary increase for the 2026-2027 contract year shall be 3%.

B. The Superintendent's base salary shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of central office administrators employed by the Boards.

C. Annuity: The Boards shall contribute an additional \$30,000 to the Superintendent that can be used as an employee contribution to a pre-tax sheltered annuity or used to purchase supplemental benefits, however the Superintendent chooses. The allocation of these funds shall be subject to all applicable tax withholding and/or reporting requirements. If a contribution to the 403(b) plan is the option chosen by the Superintendent, the contribution shall be subject to applicable Internal Revenue Code limits and may be adjusted accordingly.

D. During the 2024-2025 contract year, an additional \$10,000 shall be allocated to the Superintendent towards a longevity bonus, HSA contribution, or additional annuity contribution, however the Superintendent chooses.

During the 2025-2026 contract year, an additional \$12,500 shall be allocated to the Superintendent towards a longevity bonus, HSA contribution, or additional annuity contribution, however the Superintendent chooses. During the 2026-2027 contract year, an additional \$15,000 shall be allocated to the Superintendent towards a longevity bonus, HSA contribution, or additional annuity contribution, however the Superintendent chooses. The allocation of these funds shall be subject to all applicable tax withholding and/or reporting requirements and are also subject to applicable Internal Revenue Code rules and limits, and may be adjusted accordingly.

F. No later than February 1, 2027, the Boards and the Superintendent shall commence negotiations with respect to the Superintendent's base salary for the following contract year. In the event that the Boards and the Superintendent are unable to reach agreement on terms with regard to the Superintendent's base salary for the following year, the base salary in effect for the preceding year shall remain in effect.

G. All salary payments called for by this Agreement and all other payments called for by this Agreement, including but not limited to fringe benefits and expenses, shall be paid by the Boards in the following proportions:

- Easton Board of Education - 33.33%
- Redding Board of Education - 33.33%
- Region 9 Board of Education - 33.34%

6. Benefits

A. Pro-ration of Benefits: The number of all leave days, vacation days and holidays shall be pro-rated for any partial years of service as Superintendent.

B. Sick Leave: The Boards shall provide the Superintendent with twenty (20) sick days per fiscal year for personal illness of the Superintendent, or for the care of a parent, spouse, child, sibling, step-child or grandchild of the Superintendent. Such sick days shall be credited to the Superintendent at the beginning of each contract year. Sick days shall be cumulative to a maximum of one hundred eighty (180) days.

C. Personal Days: For each year of the contract, up to three (3) days per year may be used in order to attend to personal matters that cannot be addressed outside the work day.

D. Bereavement Days: The Superintendent shall be entitled to up to five (5) days for bereavement in the event of death of a parent, spouse, child, sibling, step-child or grandchild of the Superintendent.

E. Vacation: The Superintendent shall be entitled to receive twenty-five (25) paid vacation days each contract year, exclusive of legal holidays. The Superintendent's vacation account shall be so credited on July 1 of each contract year. The Superintendent will not normally utilize more than five (5) consecutive vacation days on days when the schools of any of the three school districts are in session.

Such vacation days shall be taken during the year in which they are earned after which time they are forfeited. Notwithstanding the foregoing, with the prior written permission of the Board Chairs, the Superintendent may carry over up to five (5) days into the next fiscal year, which days shall be taken in that year. In the event of the death of the Superintendent, any earned but unused vacation will be paid to the Superintendent's estate. In the event that the Superintendent resigns or retires from employment with the Boards during or at the end of the term of this Agreement, the Superintendent shall be entitled to be paid for unused vacation on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Superintendent must provide the Boards with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of such resignation or retirement.

Any vacation days to be paid to the Superintendent in accordance with this section shall be paid at the Superintendent's per diem rate, which shall be calculated at 1/260 of the Superintendent's annual base salary.

F. Holidays: The Superintendent shall be entitled to twelve (12) paid holidays for days on which the Boards' Central Office is closed in observation of a legal holiday.

G. Health and Dental Insurance Benefits: The Boards will provide the Superintendent (and the Superintendent's spouse and eligible dependents, as applicable) with a High Deductible Health Insurance Plan and Dental Insurance Plan provided to Central Office administrators. For the 2024-25 contract year, the Boards will contribute fifty percent (50%) of the applicable plan deductible into the Superintendent's Health Savings Account. The Boards' contribution toward the deductible shall be contributed in the same manner as applicable to Central Office employees. The Boards' contribution toward the deductible shall be pro-rated for any partial year of service.

The Superintendent shall pay a premium cost share of 22% through and including June 30, 2026. For the year 2026-2027, the premium cost share will be 23%. Such payments shall be made by payroll deduction.

H. Life Insurance: The Boards shall provide and pay for term life insurance for the Superintendent in the face amount of five hundred thousand dollars (\$500,000) under the group life insurance policy provided to Central Office employees.

I. Long Term Disability Insurance: The Boards shall provide and pay for coverage for the Superintendent under the long-term disability insurance policy provided to Central Office employees.

J. 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 Boards reserve 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.

K. Section 403(b) Plan: The Superintendent shall be entitled to defer a portion of the Superintendent's salary into a tax-sheltered annuity in accordance with the provisions of the Boards' Section 403(b) Plan, and in accordance with Section 403(b) of the Internal Revenue Code, as amended. There shall be no financial contribution by the Boards into the Section 403(b) Plan.

L. Expenses: The Board shall reimburse the Superintendent for reasonable out-of-pocket expenses incurred in the performance of the Superintendent's professional duties, subject to budgetary allowances. The Boards agree to reimburse the Superintendent for the use of the Superintendent's personal vehicle for travel outside the district in carrying out the Superintendent's duties and responsibilities, at the IRS allowable rate.

M. Tuition Reimbursement: With advance notice and approval of the Boards and subject to budgetary allowances, the Boards agree to reimburse seventy-five percent (75%) of the costs incurred by the Superintendent for tuition and related educational materials, upon completion of a graduate level course taken at an accredited college or university, provided that the course will enhance the Superintendent's ability to perform the responsibilities of the Superintendent position. As a condition precedent to the reimbursement of any such tuition costs, the Superintendent shall apply to the Board Chairs for reimbursement prior to enrollment in the course.

The Board Chairs' decision whether such expenses are reimbursable shall be based on the value of the course to the School Districts. Upon producing a transcript showing proof of satisfactory completion of a course pre-approved in accordance with the provision of this section, the Boards shall provide such reimbursement to the Superintendent. Any such reimbursements that do not qualify as tax-free working condition fringe benefits under Internal Revenue Code Section 132 will be treated as and reported on IRS Forms W-2 as taxable wage income and will be subject to applicable income and payroll tax withholding.

7. Evaluation

The Boards shall each evaluate the Superintendent in executive session 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 Boards deem 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.

8. Professional Development

The Boards encourage the Superintendent to continue professional development and expects the Superintendent to participate in relevant learning experiences. Subject to budgeted appropriations the Superintendent may attend professional meetings, seminars and conferences related to the performance of the Superintendent's responsibilities, with the reasonable expenses to be paid by the Boards.

9. 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 Boards 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 Boards;
- (3) Moral misconduct;
- (4) Disability which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence;
- (5) Other due and sufficient cause.

D. In the event the Boards seek to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of the Superintendent's contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Boards of written notice that contract termination is under consideration, the Superintendent may file with the Boards a written request for a hearing before the Boards which shall be held within thirty (30) days after receipt of such request. The Boards shall render their 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 or public session at the option of the Superintendent. The Superintendent shall have the right to counsel at the Superintendent's own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

10. Non-Solicitation of Employees

The Superintendent shall not solicit any employee of the Boards for employment by any other employer for a period of one (1) year following separation from employment with the Boards.

11. 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 constructed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Jason McKinnon

2024-11-06

Dr. Jason McKinnon
Superintendent of Schools

Date

Randy Hicks

2024-11-04

Randy Hicks
Chairperson, Easton Board of Education

Date

LAURA WOROSZ

2024-11-02

Laura Worosz
Chairperson, Redding Board of Education

Date

Todd A. Johnston

2024-11-06

Todd Johnston
Chairperson, Region 9 Board of Education

Date

Audit trail

Details

FILE NAME	ER9 Superintendent Contract 2024-27 - 10/24/24, 4:55 PM
STATUS	 Signed
STATUS TIMESTAMP	2024/11/06 17:41:59 UTC

Activity

 SENT	jmckinnon@er9.org sent a signature request to: • Todd A. Johnston (tjohnston@er9.org) • Randy Hicks (rhicks@er9.org) • LAURA WOROSZ (lworosz@er9.org) • Jason McKinnon (jmckinnon@er9.org)	2024/10/24 20:55:50 UTC
 SIGNED	Signed by LAURA WOROSZ (lworosz@er9.org)	2024/11/02 14:29:27 UTC
 SIGNED	Signed by Todd A. Johnston (tjohnston@er9.org)	2024/11/06 17:39:52 UTC
 SIGNED	Signed by Randy Hicks (rhicks@er9.org)	2024/11/04 12:50:16 UTC
 SIGNED	Signed by Jason McKinnon (jmckinnon@er9.org)	2024/11/06 17:41:59 UTC
 COMPLETED	This document has been signed by all signers and is complete	2024/11/06 17:41:59 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

