

AGREEMENT

It is hereby agreed by and between the Board of Education of the Town of Orange, Connecticut, (hereinafter called the "Board") and Dr. Vince Scarpetti (hereinafter called the "Superintendent") that the Board does hereby employ Dr. Vince Scarpetti as Superintendent of Schools of Orange, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Dr. Vince Scarpetti hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

For the entire 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 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 of Education, and federal and state laws and 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 of Education, 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 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.

The Superintendent shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration. The Superintendent or his designee, as authorized by the Board, shall attend all Board Committee meetings.

3. Term of Agreement

- A. This Agreement shall be from July 1, 2025 through June 30, 2028.
- B. Anything in this section to the contrary notwithstanding, the provisions of section 9 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.
- C. If the Superintendent wishes to request a new three-year contract, he must do so by making such request to the Board Chair no later than April 1 of any contract year. If the Superintendent timely requests such new three-year contract, the Board shall vote on whether to offer such contract, along with all terms and conditions therein, no later than the regular June meeting or, if the June meeting does not take place, the date of the regularly scheduled June meeting.
- D. If the Superintendent timely requests a new three-year contract, and the Board does not vote on such request by the date in Section 3(C) above, the following shall apply: The Board shall be deemed to have offered the Superintendent a new three-year agreement and the Board Chair is hereby directed to, and delegated with the authority to, execute the new three-year contract on behalf of the Board. The Board Chair and the Superintendent shall sign such contract no later than June 30. All of the terms and conditions set forth in this contract shall apply to the new three-

year contract. However, nothing in this section shall prevent the Board Chair from providing increases beyond these amounts to the Superintendent if he or she deems it to be fair and reasonable.

4. Work Year

The work year for the Superintendent shall be twelve months.

5. Annual Base Salary

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. Base annual salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Superintendent.

The Superintendent's base annual salary for the contract year shall consist of the sum of the following components:

(a). An annual base salary in the amount of Two Hundred Sixteen Thousand, Three Hundred and Fifty-Two Dollars (\$216,352.00). This amount shall be pro-rated if the Superintendent does not work the full contract year.

(b). An additional sum of Two Thousand Dollars (\$2,000) over each year's prior amount shall be contributed annually to the Superintendent's existing 403(b) annuity or 457 plan, as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Internal Revenue Code Section 403(b) or 457 plan, as amended, and then contributed toward the purchase of a 403(b) annuity or 457 plan with a tax sheltered annuity company he has selected from the list of choices under the 403(b) or 457 plan available to Board and Town employees in accordance with Section 403(b) or 457 of the Internal

Revenue Code. This may also be contributed instead to a health savings or voluntary teacher retirement board account.

(c). The Superintendent's annual base salary shall receive an additional Ten Thousand Dollars (\$10,000) added to his base salary for having attained his doctorate degree.

(d). The Superintendent's annual base salary shall receive an additional longevity payment calculated at one half of the per diem rate multiplied by each year of total credited service with the Connecticut Teachers' Retirement Board.

(e). An additional sum that is equivalent to the funds paid by the Superintendent of Schools for his mandatory contribution to the Connecticut State Teachers' Retirement Board of the total of a, b, c, and d above.

The Superintendent's base salary, as set forth in Sections (a), (b), (c), (d) and (e) 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. The Superintendent's base salary, as defined in sections(a) through (e) above, shall increase annually in a percentage that is no less than the wage increase percentage amount set forth in the school administrators' contract. For the purposes of reporting the Superintendent's salary to the Connecticut State Teachers' Retirement System, and for determining the amount of the superintendent's mandatory contributions to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of his annual base salary, as specified in (a), (b), (c), (d), and (e) above. Nothing in this Agreement shall prevent the Superintendent from requesting, or the Board from granting a base salary increase above that which is set forth above. Any adjustment in compensation made during the life of this contract shall be in the form of an amendment and shall

become part of this Agreement. Under no circumstances shall the salary for the subsequent years be less than the salary for the first year.

6. Fringe Benefits

A. The Superintendent shall be entitled to full pay on legal holidays designated as holidays by the Board. Those holidays are: July 4th, Labor Day, Columbus Day, Thanksgiving & the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, & Memorial Day.

B. The Board of Education shall provide the Superintendent with eighteen (18) sick days per fiscal year cumulative to two hundred forty (240) days. Upon retirement under the Connecticut Teacher Retirement System (Teachers' Retirement Board), resignation, or death, with 5 years of service in the Orange School System, the Board shall pay Dr. Scarpetti up to 33% of the accumulated sick day balance to a maximum of 80 days, with 10 years of service in the Orange School System, the Board shall pay Dr. Scarpetti up to 50% of the accumulated sick day balance to a maximum of 120 days, beginning his 15 years of service in the Orange School System, the Board shall pay Dr. Scarpetti up to 75% of the accumulated sick day balance to a maximum of 180 days shall be paid out at the per diem rate of 1/226 of his total annual salary as reported to TRB. Dr. Scarpetti or his estate of survivor(s) will receive the equal installments with the first paid by June 30 of the year of retirement, resignation, or death and the second and third payments in the month of January of the two immediately following years.

C. The Board of Education shall provide the Superintendent with three (3) family illness days per year, in addition to those set forth in Paragraph 6A above, non-cumulative for family illness.

D. The Board of Education shall provide the Superintendent with thirty (30) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. The Superintendent may annually carry over or be reimbursed for up to fifteen days from one fiscal year to another. If the Superintendent wishes to take one 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 two consecutive weeks of vacation without the prior approval of the Board Chair. In the event that the Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, he shall be entitled to be paid for any unused vacation earned during the fiscal year in which he retires, resigns, or has untimely death. 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 cash component of the Superintendent's base annual salary, as set forth in Section 5 of this Agreement.

E. The Board of Education shall provide the Superintendent with up to three (3) days to prepare for and attend the funeral of a spouse, parent or child (or another relative residing in the Superintendent's household). At the discretion of the Board, two (2) additional days may be granted.

F. The Board of Education shall provide the Superintendent with up to four (4) personal days with pay for matters of pressing personal business which may not be conducted outside of work hours, such as but not limited to: legal business, medical appointments that cannot be made at another time, graduation of any member of the immediate family (defined as the parent, spouse, child or sibling), or any emergency of a critical nature.

7. Health Insurance

The Board shall provide health insurance coverage for the Superintendent and his eligible dependents. The Superintendent will have the option to choose from the PPO or HDHP plans provided to the Central Office Administrators. All coverage 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 health insurance coverage at any time during the term of this Agreement. Provided that the coverage and benefits are substantially equivalent to those currently offered, and that no such change shall result in any lapse of benefits. The Board shall provide the Superintendent and his dependents Blue Cross Full Service dental plan.

The Board shall, upon the resignation, retirement or other departure of the Superintendent, continue to thereafter provide the Superintendent with the existing long term care plan that is being provided by the Board; the life and disability insurance policies and benefits provided by the Board; and the Superintendent shall continue thereafter to receive his existing health insurance plans, including prescription, dental, vision, and medical plan coverage, for him and his dependents (spouse, children, etc...) at no cost, which, at the untimely death of the Superintendent, shall continue for his dependents at no cost until their untimely death.

The Board shall provide disability insurance coverage for the Superintendent under the disability insurance plan provided for certified administrators employed by the Board.

The Board shall provide term life insurance for the Superintendent with a face amount of three (3) times his total annualized compensation rounded to the nearest thousand.

The Board shall reimburse the Superintendent for course work that is approved in advance from the Board Chair.

8. Evaluation Format

The Board shall evaluate and assess the performance of the Superintendent at least annually during the term of this Agreement, in accordance with the timeline set forth in Section 8 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.

9. Evaluation

The Board in executive session shall evaluate the Superintendent no later than the June Board meeting or the date of the regularly scheduled June meeting during 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. The evaluation shall be shared with 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 June 30 of each year

of this Agreement, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

10. 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 which renders the Superintendent unable to carry out the essential functions of his job, 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 a written request for a hearing before a neutral arbitrator in accordance with the rules and procedures of the American Arbitration Association (AAA) at the

Board's expense, and such hearing shall be scheduled to commence not later than thirty (30) days after the receipt of the Superintendent's written request for such hearing. The Arbitrator shall render his/her decision within fifteen (15) days after the close of the hearing and shall send a copy of his/her decision setting forth the reasons and evidence relied on the Board and the Superintendent. Such decision shall be based on the evidence presented at the hearing and shall be final and binding on the parties. Notwithstanding the foregoing, nothing herein shall preclude the parties from mutually agreeing upon an arbitrator in lieu of AAA, at the Board's expense, but such arbitrator shall adhere to the same procedures as set forth by AAA.

The hearing before the Arbitrator may be conducted in public session if requested by the Superintendent and in executive session if not so requested. The Superintendent shall have the right to be accompanied, at his own expense, by legal counsel and shall have the right to introduce evidence and call witnesses on his behalf. The aforesaid time limits may be extended by mutual written agreement signed by the parties.

11. Professional Meetings

The Superintendent is encouraged to attend appropriate professional meetings at the local, state and national level. The expenses in conjunction with said attendance will be incurred by the District; however, the Superintendent must seek prior approval from the Board Chair for any anticipated reimbursement exceeding three hundred dollars (\$300). The Board expects the Superintendent to continue professional development and expects participation in relevant learning experiences.

12. Outside Professional Activities

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations at his own expense provided that such activities do not interfere with the meeting of his responsibilities as Superintendent.

13. Professional Dues

The Superintendent may, upon prior approval of the Board, become a member of appropriate educational and community organizations, and the Board shall reimburse the Superintendent for the cost thereof.

14. 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.