

EMPLOYMENT CONTRACT

This Agreement is by and between the Board of Education of Regional School District No. 11 and the Chaplin Board of Education (hereinafter referred to as "the Boards") and Kenneth V. Henrici (hereinafter referred to as "the Superintendent")

WHEREAS, the Boards desires to employ the Superintendent in the capacity herein stated for the period and on the terms and conditions set forth herein; and

WHEREAS, the Superintendent desires to enter into the employ of the Boards in such capacity, for the period and on the terms and conditions set forth herein;

NOW, THEREFORE, the Boards and the Superintendent agree as follows:

1. **EMPLOYMENT.** The Boards hereby employ the Superintendent and the Superintendent hereby accepts employment as the Superintendent, upon the terms and subject to the conditions set forth in this Agreement.
2. **TERM.** The term of said employment is for the period of time beginning on July 1, 2019 to June 30, 2021.
3. **DUTIES AND RESPONSIBILITIES.** The Superintendent shall, during the Employment Period, devote full and undivided attention, energies and talents to Fulfilling the duties of Superintendent, subject to the direction and control of the Boards.
4. **HOURS.** The Board and the Superintendent recognize the Superintendent is responsible for the continuous operation of the Boards and the school districts administered by the Boards. The Superintendent's normal workday shall be at least eight (8) hours, and each workday shall be normally scheduled Monday through Friday in the daytime. The Superintendent will at times be called upon to perform duties outside of his normal working hours, including but not limited to evening work. In recognition of this need to work beyond the normal workday, the Boards will provide the Superintendent compensatory time in reasonable amounts. The Superintendent shall work the number of days required to fulfill his job responsibilities and no more than three to four full workdays, if possible, each work week. Workload responsibilities may likely require additional days of work.
5. **COMPENSATION.** Subject to the terms and conditions of this Agreement, during the Employment Period, the Superintendent shall be compensated by the Board at a rate of \$450 for each full day worked before withholding of federal and state income taxes and other deductions required by law. Should the need arise for the Superintendent to work beyond three to four days per week; the

Superintendent will be compensated at the per diem rate stated in this section for each full day worked. Excessive workdays of less than eight (8) hours shall be compensated on a pro-rata basis of the per diem rate unless earned compensatory time is applied pursuant to paragraph 4 of this Agreement.

6. **MILEAGE.** There shall be no mileage reimbursement as a fringe benefit.
7. **INSURANCE COVERAGE.** The Superintendent shall be reimbursed for his health care insurance which is covered by the Wallingford Board of Education. The Committee shall contribute \$2057.00 per month. Any adjustments will be paid by the Board.
8. **LIABILITY INSURANCE.** During the Employment Period, the Superintendent shall be covered by the liability insurance policies in effect for school administrators who work for the Regional School District No. 11 and the Chaplin Board of Education, and effective April 1, 2007. The Committee shall contribute \$1200.00 per year for term life insurance and/or long-term disability insurance.
9. **TERMINATION OF CONTRACT.** Either party may terminate this Agreement for any reason at any time after upon ninety (90) days prior written notice. Notwithstanding the foregoing, the Boards may terminate the Superintendent for "cause" with or without notice at any time. The Superintendent shall be considered terminated for "cause" if he is discharged by the Boards on account of the Board's determination of any of the following:
 - (a) Failure to possess the necessary skills, training or credentials required for the performance of the duties of Superintendent;
 - (b) Less than satisfactory performance;
 - (c) Misconduct;
 - (d) Insubordination;
 - (e) Inability to perform due to permanent disability as shown by competent medical evidence; and
 - (f) Such other similar reasons as may be appropriate.
10. **ENTIRE AGREEMENT.** The provisions of this Agreement supersede all of the provisions of any and all prior written and oral agreements. The parties agree that this Agreement represents the entire agreement between the parties with respect to the employment of the Superintendent.
11. **AMENDMENT.** This Agreement may be amended and/or modified at any time by mutual agreement; provided, however, that any modification and/or amendment must be in writing, must be approved by the respective Boards and/or their designated chairs.
12. **SEVERABILITY; ENFORCEABILITY.** If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part,

for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability only, and the remaining terms and provisions of this Agreement shall continue in full force and effect. The Boards and the Superintendent desire and intend that the restrictions be given effect to the maximum extent permitted by law and equity. They therefore respectfully request that any restriction determined to be over broad in any manner shall be interpreted or reformed to give that restriction the maximum effect permissible by applicable law and equity, and the Superintendent agrees to the enforcement of the restriction as so modified.

13. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to the conflict of laws principles thereof. The parties consent to the exclusive jurisdiction of the state and federal courts of Connecticut for the purpose of any suit, action or other proceeding arising out of or otherwise related to this Agreement, and expressly waive any and all objections they may have as to venue in any such courts.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the day and year below last written.

Witness:

Kenneth V. Henrici

Sally A. Ireland

Kenneth V. Henrici
Date 3/7/19

Witness:

Chaplin Board of Education:
Jaclyn Chancey

Sally A. Ireland

Jaclyn M. Chancey
Date 3/7/19

Witness:

Regional School District
11 Board of Education:
Rose Bisson

Sally A. Ireland

Rose Bisson
Date 3/7/19