

**CONTRACT OF EMPLOYMENT**  
***BETWEEN THE CENTRAL OFFICE COMMITTEE AND ANDREW SKARZYNSKI***  
***FOR THE SUPERINTENDENT OF SCHOOLS OF***  
***Regional District 11 and Chaplin, Connecticut Boards of Education***

It is hereby agreed by and between the Central Office Committee for the Regional District 11 and Chaplin Boards of Education (hereinafter called the "COC") and Andrew Skarzynski (hereinafter called the "Superintendent") that the COC does hereby elect, pursuant to Connecticut General Statutes Section 10-157, and hereby employs Andrew Skarzynski as Superintendent of Schools for the Regional District 11 and Chaplin Boards of Education. Andrew Skarzynski hereby accepts employment as Superintendent of Schools for the Regional District 11 and Chaplin Boards of Education upon the terms and conditions hereinafter set forth herein. Any changes to this Contract of Employment ("Contract") must be set forth in a writing signed by both parties in order to be binding on said parties. This Contract shall supersede all prior contracts between the COC and the Superintendent.

**1. TERM**

The term of said employment shall commence *on or about* May 11, 2024, and shall be for a period of three (3) years, unless terminated earlier in accordance with the terms of this Contract. The Superintendent and the COC agree they shall adhere to the following procedures to, if applicable, extend the Superintendent's employment under this Contract for an additional period not to exceed three (3) years at any time:

- A. Prior to June 30, 2024 if requested by the Superintendent no later than June 1, 2024, the COC may vote for a new agreement for a three-year term commencing July 1, 2024 and ending on June 30, 2027.
- B. Prior to the end of the second year of a three-year agreement (or prior to the first day of the last year of this Agreement), the COC shall vote on the issue of a new Agreement. At least three months prior to that time, the Superintendent shall notify the COC that his contract is about to expire and shall provide the COC this contract clause.
- C. Notwithstanding anything set forth in this Section, the Superintendent may be terminated, either unilaterally by the COC or by mutual agreement, in accordance with the provisions of Section 7 herein.

**2. CERTIFICATION**

The Superintendent shall maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the State of Connecticut, in accordance with Connecticut General Statutes. The possession of such certification(s), including but not limited to the confirmation of the Superintendent's certifications by the State Department of Education, is further deemed a condition

precedent for the validity of this Contract. If the Superintendent fails, at any time, to so possess or maintain such certification, then this Agreement shall be null and void, and the Superintendent's employment may be immediately terminated without any recourse or rights to the proceedings provided in Section 7 or any other redress at law or in equity and in any tribunal.

### 3. **BASE SALARY**

- A. The salary of the Superintendent for the period of his first day of employment through June 30, 2025 shall consist of the following three components:
- (1) a base salary in the sum of \$135,000.00; which shall be paid in equal weekly installments, subject to deductions for FICA, federal and Connecticut income tax withholding, and any other required or authorized withholding which shall include Connecticut TRB deductions;
  - (2) an additional sum equal to \$5,000.00 to be paid as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses from the Board's list of approved 403(b) vendors pursuant to the Regional District 11 Central Office 403(b) Retirement Plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code, as amended (or as otherwise agreed and/or permitted by law); and
  - (3) if he is eligible, the Superintendent shall have the option for a self-contribution up to the IRS maximum if he so chooses, as an elective deferral deducted from his salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and Contributed to the BOARD Public Schools 457 Plan, an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service. If applicable, the components in sections 1 and 2 above are annual amounts which will be prorated for the first year of this Agreement.
- B. The COC and the Superintendent shall negotiate the salary for the second year of this Agreement prior to December 31, 2024. In the event that the parties cannot agree on the salary to be paid to the Superintendent, the salary shall be determined by the COC; in no event shall the salary paid to the Superintendent be less than the sum of \$135,000 for the period of July 1, 2024 to June 30, 2025.
- C. The COC and the Superintendent shall negotiate the salary for the third year of this Agreement prior to December 31, 2025. In the event that the parties cannot agree on the salary to be paid to the Superintendent, the salary shall be determined by the



COC, and in no event shall the salary paid to the Superintendent be less than \$135,000 for the third year of the contract, whatever that period may be.

4. **FRINGE BENEFITS**

- A. The COC shall provide the Superintendent with eighteen (18) vacation days annually, which shall be effective as of the first day of each contract year. The Superintendent shall be able to carry over up to five (5) accumulated vacation days per year to be used in any subsequent year. Vacation days shall be scheduled in conjunction with the COC. The Superintendent shall have accumulated vacation time of no greater than thirty (30) days. Upon the termination of the Superintendent after having completed the term of this Contract, and so long as the Superintendent is not being terminated for cause, the Superintendent shall be paid for up to twenty (20) unused vacation days, based on the number of days accrued on the last day of employment, at his per diem rate of pay.
- B. The COC shall provide the Superintendent with annual paid holidays that conform to those provided for by the annual Regional District 11 and Chaplin Boards of Education Student Calendar.
- C. The COC shall provide the Superintendent with sick leave with full pay of twelve (12) days in each year of this Agreement which shall be effective as of the first day of each contract year. Unused sick leave shall be accumulated from year to year up to accumulative maximum of one hundred sixty-five (165) days, which shall include all days accrued prior to the execution of this Contract. Upon retirement or separation from the COC, based on reasons other than for cause, the Superintendent's remaining sick days as of the last day of employment will be paid at the rate of \$30 per day, up to 165 days. The COC may approve additional sick leave with full pay at its sole discretion.
- D. The COC shall provide the Superintendent with personal leave with full pay of up to three (3) days in each year of the Contract, effective July 1.
- E. The COC shall provide the Superintendent with five (5) days of bereavement leave per year for the death of any member of the Superintendent's immediate family. The "immediate family" shall consist of the Superintendent's spouse, children, parents, spouse's parents, grandparents, and siblings.
- F. The Board shall provide medical, dental and prescription drug insurance for the Superintendent and the members of his immediate family during the term of the Agreement, which shall be the same insurance as that which is provided for the Regional District 11 Administrators and on the same terms as are provided for the Regional District 11 Administrators, including but not limited to premium cost share contribution percentages. Any changes to the medical, dental and prescription drug insurance that occur during the term of this Contract shall be applicable to the Superintendent.

The Superintendent may elect to not enroll in the health insurance plan. Should this occur, the Superintendent shall receive, in one lump sum on June 30, a waiver stipend of \$5,000. If, at any point during the year, benefits are taken then this will not be paid. The Superintendent shall not be paid for any such waiver for the period of May 1, 2024 through June 30, 2024.

- G. The COC shall pay the premium for long-term disability insurance that is in accordance with the current disability insurance that is provided by, and in accordance with, the plan that is in place by the COC as of the date of the execution of this Contract. The Superintendent may obtain the details of the COC's current disability plan by contacting the Human Resources Department.
- H. The COC shall pay the premium for and maintain a qualified term life insurance for the Superintendent in the amount of one hundred thousand dollars (\$100,000) during the term of this Agreement.
- I. The COC shall pay the full cost of the Superintendent maintaining professional association membership in the Connecticut Association of Public School Superintendents (CAPSS) and one additional professional association. With COC approval, the Superintendent may attend one national professional learning opportunity (such as AASA, ASCD, Learning Forward, etc.) at the COC's expense.
- J. The COC encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences at the local, state and national level. The COC shall provide reasonable reimbursement of actual expenses to allow the Superintendent to attend professional meetings at the local and state level that will serve to enhance his effectiveness as Superintendent, subject to budget limitations and prior Board approval.
- K. If permitted by applicable law, the COC shall maintain a Section 125 salary reduction plan which will be designed to permit exclusion from taxable income of the Superintendent's share of health insurance premiums and child care expenses. Within said Section 125 salary reduction plan, the COC shall also adopt and maintain a flexible spending account for the purpose of enabling the Superintendent to divert a portion of his gross in accordance with the terms of such plan. Under no circumstances will the COC be required to contribute any monies to the Section 125 plan or to any account established pursuant thereto. Furthermore, the COC makes no representations or guarantees as to the initial or continued viability of such a salary reduction arrangement, and shall incur no obligation in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. To be addressed with HR regarding current plans.

## 5. DUTIES

The Superintendent of Schools is the chief executive officer of the Regional District 11 and Chaplin Boards of Education. In harmony with the policies of the Boards of Education and the laws of the State of Connecticut, the Superintendent has executive authority over



the school systems and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Boards, 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 Boards on policy and plans, and he takes the initiative in presenting to the Boards policy and planning issues for the Boards' attention.

The Superintendent shall attend all meetings of the full Regional District 11 and Chaplin Boards of Education and the Central Office Committee and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration, which situations shall be controlled by the provisions of the Connecticut Freedom of Information Act, Conn. Gen. Stat. Sec. 1-200 et seq. The Superintendent may be requested to attend Board committee meetings, but he may, with reasonable notice and justification, appoint a delegate to attend such meetings.

This position is a 0.8 position or four (4) days per week. The Superintendent shall devote his time and attention to the functions and responsibilities of his position; and so, during the term of his employment, will not be engaged in other compensable activities, professional or otherwise which would conflict with the performance of his duties as Superintendent of the Regional District 11 and Chaplin Boards of Education. The Superintendent may undertake consultation work, speaking engagements, writing, lecturing, etc., or other professional matters and obligations, provided that no such matters interfere with his ability to perform the responsibilities of the Superintendent of Schools for the Regional District 11 and Chaplin Boards of Education

## 6. EVALUATION

The COC shall evaluate the performance of the Superintendent at least annually during the term of this Agreement, in accordance with guidelines and criteria as may be mutually agreed upon between the COC and the Superintendent. The evaluation and criteria shall be reasonably related to the goals and objectives of the Board for the year in question.

The COC shall evaluate the Superintendent prior to April 30 of each year of this Contract. The COC shall discuss the Superintendent's evaluation with him in executive session unless the Superintendent requests that such discussion take place in public session. The evaluation shall be given to the Superintendent, in writing, within ten (10) days after its completion. The Superintendent shall have the right to submit a response, in writing, to the evaluation.

If the COC determines that the performance of the Superintendent is deficient in any respect, it may describe such performance concerns in writing and in reasonable detail. In addition, the COC may appoint a committee of no less than 2 board members to meet in executive session with the Superintendent to assist the Superintendent in improving his performance. Such committee may report the results of such meetings to the full board in executive session.

## 7. TERMINATION

- A. The parties may, by mutual consent and agreement, terminate this Contract at any time. Moreover, if this Contract is not renewed prior to the expiration of the last day of the third year of the Contract, it shall, by operation of law, be deemed to have been terminated.
- B. The COC may terminate this Agreement during its term for one or more of the following reasons:
  - (1) Incompetence,
  - (2) Insubordination against reasonable rules of the Board,
  - (3) Moral misconduct,
  - (4) Inability to perform the essential functions of the position, with or without a reasonable accommodation; and
  - (4) For other due and sufficient cause.

Prior to initiating any termination proceedings as set forth below, the COC may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the COC may offer.

If termination is proposed, the COC shall serve on the Superintendent, by certified or registered mail, written notice that termination of his contract is under consideration. A written statement of the reasons for consideration of termination shall accompany such notice. Within fifteen (15) days after receipt of such written notice, the Superintendent may file with the COC a written request for a hearing before the COC, which hearing shall be held within twenty (20) days after receipt of such request, unless the parties agree otherwise. The COC shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons relied on to the Superintendent. The COC's decision shall be based upon evidence presented at the hearing. Such hearing may be in executive session or public session, at the option of the Superintendent and to the extent consistent with law. The Superintendent shall have the right to his own counsel at such hearing at his own expense. Any time limits established herein may be waived by mutual agreement of the parties. The decision of the Board shall be final.

- C. The Superintendent may terminate this Agreement provided he gives at least four (4) months written notice to the COC.
- D. Termination of this Agreement also serves to terminate the Superintendent's employment with COC; and the salary and fringe benefits set forth in this Agreement shall cease as of the date of termination.
- E. Nothing in this Contract shall prevent the COC from suspending the



Superintendent from work when there are allegations of misconduct against him. During such suspension, the Superintendent shall continue to be entitled to all rights under this Contract, until termination.

**8. ARBITRATION**

Any claims, disputes or controversies arising out of or relating to this Agreement between the COC and the Superintendent, up to and including termination of the employment relationship, shall be settled exclusively by final and binding arbitration before a neutral arbitrator chosen in accordance with the employment rules of the labor and employment rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties.


**9. GENERAL PROVISIONS**

- A. This Agreement contains the entire agreement by and between the COC and the Superintendent and supersedes all prior written and/or oral agreements between the parties. It may not be amended orally. It may be amended only by an agreement in writing, signed by both parties. If this occurs, the amendment shall be attached to this document.
- B. If any part of this Agreement is invalid, such invalidity shall not affect the remainder, which remainder shall be binding upon the parties.
- C. Unless otherwise agreed to or as otherwise stated, reference to "year" means the period of July 1 through June 30.

**10. MISCELLANEOUS**

Pursuant to applicable law, the duties of the COC shall include the obligations as set forth herein. The allocation of costs, membership of the COC and its voting requirements shall be determined in accordance with its applicable rules, regulations and/or bylaws.


IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year set forth below.

  
\_\_\_\_\_  
Andrew Skarzynski

5/3/2024  
Date

  
\_\_\_\_\_  
Stacy Foster  
Chair – Central Office Committee

5/3/2024  
Date

  
\_\_\_\_\_  
Stacy Foster  
Chair – Regional School District 11

5/3/2024  
Date

  
\_\_\_\_\_  
Jaclyn Chancey  
Chair – Chaplin Board of Education

5/3/24  
Date