

VOLUNTOWN PUBLIC SCHOOLS
Voluntown, Connecticut

CONTRACT SUPERINTENDENT OF SCHOOLS

THIS CONTRACT is made between Scott Feder, of Narragansett, RI, (hereinafter called "Mr. Feder") and the Board of Education of the Town of Voluntown, Connecticut, (hereinafter called the "Board") in accordance with the election held pursuant to Connecticut General Statutes §10-157 on the 28th day of April, 2025.

WITNESSETH

WHEREAS, the said Board requires the services of a Superintendent of Schools (hereinafter called the "Superintendent"); and

WHEREAS, Mr. Feder 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:

REPRESENTATION BY SUPERINTENDENT

Mr. Feder 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. Mr. Feder further represents that all statements made by him in his application, resume and interview(s) are true, correct and not misleading, and that said application and resume do not fail to explain any statements or omit any statements with regard to any matter relevant to the issue of Mr. Feder's qualifications to fill the position of Superintendent so as to be misleading or damaging to the reputation of the Board and/or the DISTRICT Public Schools.

1. EMPLOYMENT AND TERM

The Board agrees to employ Mr. Feder and he agrees to serve under the direction of the Board as Superintendent for the period commencing July 1, 2025 thru June 30, 2028. A minimum of 6-months prior to the end date of this contract, the Board will meet and discuss with Mr. Feder potential rollover provisions to extend the Contract. At no time, however, shall the total length of the Contract exceed a period of three (3) years. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 10 herein shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

The employment of the Superintendent shall be conditioned upon receipt by the Board of the positive results of a comprehensive background check conducted through the Connecticut Association of Boards of Education. In the event of a negative background check, this Agreement shall terminate immediately by its terms without the necessity of any further actions by or obligations upon the Board.

2. DUTIES

- A. The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board, state laws, and State Board of Education 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, 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 initiative in presenting to the Board policy and planning issues for the Board's attention.
- B. The Superintendent's work year shall be 104 days, from July 1, 2025 to June 30, 2026, on a part time basis. For purposes of the Contract, part time is defined as two (2) days a week, annually and scheduled on a flexible basis through discussions between the Board Chair and the Superintendent.

3. COMPENSATION

The Superintendent shall receive a base salary of \$80,000, paid in equal biweekly payments for the period July 1, 2025 through June 30, 2026. For purposes herein, "per diem" is defined as the Superintendent's base annual salary divided by 104 days. This rate shall be in effect through June 30, 2026, unless amended through a written agreement between the Board and the Superintendent, and will be paid in addition to the Superintendent's base salary for any days beyond the 104 day work year for which the Board approves additional work days for the Superintendent. The Board and the Superintendent shall meet no later than April 1 of each respective contract year, for the purpose of negotiating the Superintendent's base annual salary for the subsequent fiscal year. Any adjustment in base annual salary made during the life of this Contract, or any extension thereof, shall be in the form of an amendment and shall become part of this Contract. By so doing, however, it shall not be considered that the Board has entered into a new contract with the Superintendent or that the termination date of the existing Contract has been extended, unless a Board vote to extend the Contract has passed consistent with the provisions set forth in Section 2 herein.

The Superintendent shall be entitled to annual paid time off (PTO) of ten (10) working days per year. All of the PTO days shall be available for the Superintendent's use on July 1st of each year of the Contract. This is inclusive of sick, personal and vacation and must be taken in half or full day increments. Intended use of time that will result in an absence of greater than two school weeks must be submitted and approved by the Board. It is the expectation of the Board that all PTO will be taken each year. In the event an education/school related matter makes it infeasible for all time to be taken, the Superintendent may request the Board to approve a payout of unused PTO at the end of the contract year, which will be paid at the contract base rate.

4. FRINGE BENEFITS

Other than the base salary and any per diem days approved by the Board, the Superintendent shall receive no other remuneration or benefits than those expressly called for in this Contract.

The Board will contribute an amount not to exceed \$8,800 per year toward the cost of health insurance, paid as a reimbursement from the medical plan chosen by the Superintendent.

5. BUSINESS EXPENSES

The Board will reimburse the Superintendent, up to \$3,000 per year for business related parking

fees and other extraordinary expenses of travel, fares for public transportation, lodging, meals, and expenses for conferences, conventions, meetings and recruitment that have received prior written approval by the Board. This is not inclusive of the CABE annual conference, for which the Superintendent would be reimbursed for any expenses annually.

The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: CAPSS and AASA, and County Administrators Association if applicable.

6. CONFLICTS

The Superintendent may, with prior written notice and approval of the Board, undertake consultative work, speaking engagements, writing, lecturing and other professional duties and obligations for entities other than the Board, provided such activities do not interfere with the meeting of his responsibilities as Superintendent. It is further understood that whatever time is taken would be scheduled by the Superintendent outside his regular annual workdays.

7. TERMINATION

A. The parties may terminate this Contract at any time by mutual consent.

B. The Superintendent may resign for good reason effective not sooner than ninety (90) days following submission to and acceptance of the resignation by the Board at a duly convened meeting, provided the Superintendent has caused the item to be appropriately placed on the meeting agenda.

C. The Board may terminate this Contract of employment during the term hereof as follows:

i. By resolution of the Board relieving the Superintendent of all duties but retaining the obligation to pay the Superintendent's base annual salary and benefits for the remainder of the Term of this Contract. Such payment shall be through the end of the term of this Contract and base annual salary and benefit rates shall be those in effect at the time of the Board's resolution.

ii. The Board may terminate this Contract of employment during its term for one or more of the following reasons:

- a. Inefficiency, ineffectiveness or incompetence;
- b. Insubordination against rules of the Board of Education;
- c. Moral misconduct;
- d. Disability as shown by competent medical evidence;
- e. Other due and sufficient cause as determined by the Board.

D. If the Superintendent is terminated for any reason listed in sub-paragraph Cii above, his base annual salary shall be prorated to the effective date of termination and no additional payments will be due to or payable to the Superintendent from the Board.

E. The Board shall not terminate the Contract of the Superintendent under this section until it has given the Superintendent written notice, by hand delivery or registered or certified mail, return receipt requested, of its intent to consider such termination, the reason(s) therefore, and an opportunity for a hearing before the Board, or for the Superintendent to provide a written statement to the Board, to present evidence on the issue of termination. Any such hearing so provided shall not extend beyond a cumulative total of five (5) hours, unless the Board, in its sole discretion, extends such time limit. The Board shall, within twenty (20) days of the close of

such hearing, or receipt of written statement by the Board, render a written decision to the Superintendent that sets forth the Board's decision on termination and the rationale therefore. Any such hearing may be in public session at the option of the Board or the Superintendent. The Superintendent shall have the right to his own counsel at his own expense. Any time limits established herein may be waived only by a mutual written agreement of the Board and the Superintendent.

8. EVALUATION

A. FORMAT - The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Contract. Said evaluation and assessment shall be reasonably related to criteria as mutually agreed upon in writing by the Board and the Superintendent or, absent agreement, as set by the Board. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance (hereafter called "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the following criteria:

- i. Board-Superintendent relations;
- ii. community relations;
- iii. personnel relations;
- iv. educational program;
- v. business matters;
- vi. professional leadership; and
- vii. personal qualities.

The evaluation format shall provide for a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format. 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. The Board shall have the right to adopt an evaluation format within ninety (90) days of the commencement of each year of this Contract, regardless of whether mutual agreement has been reached.

B. PROCEDURE

The Board shall evaluate the Superintendent in executive session pursuant to the evaluation format between one hundred (100) days, but not less than thirty (30) days prior to the expiration of each fiscal year during the term of this Contract. If the Board determines the performance of Superintendent is deficient in any respect, it shall describe in writing, with reasonable detail, said deficient performance. A copy of the written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion and 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.

Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent in executive session to discuss the evaluation. The inclusion of the requirement to meet in executive session, wherever stated within this Section, shall constitute waiver by the Superintendent of his right to demand, in accordance with State law, that discussion of his appointment, employment, performance, evaluation, health or dismissal be discussed by the Board in open session. Such waiver shall apply only to

discussions by the Board done in accordance with this Section.

10. RENEWAL

This Contract will be renewed only by an affirmative vote of the Board and consent of the Superintendent. The vote to renew this Contract shall be held not less than thirty (30) days prior to the expiration of the Contract.

11. GENERAL PROVISIONS

1. If any part of this Contract is held to be invalid by a forum of competent jurisdiction, it shall not affect the remainder of said Contract, which shall be binding and effective against all parties.
2. This Contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing, approved by the Board and signed by both parties. Commencing upon signing, it supersedes all prior contracts between the parties.

SUPERINTENDENT OF SCHOOLS



Scott Feder, Superintendent of Schools

Dated: 4/28/25

VOLUNTOWN BOARD OF EDUCATION



Kate Beuparlant, Chair, Voluntown Board of Education

Dated: 4/28/25