

WILLIAM TESBIR
Assistant Superintendent of Pupil and Family Services
EMPLOYMENT AGREEMENT 2022-2025

AGREEMENT MADE as of the 14 day of June, 2022 by and between THE BOARD OF EDUCATION OF THE TOWN OF NEW CANAAN, County of Fairfield and State of Connecticut (hereinafter called "the Board"), and William Tesbir of the Town of Southbury, County of New Haven and State of Connecticut (hereinafter called "William Tesbir" or "Assistant Superintendent of Pupil and Family Services.")

For and in consideration of the mutual covenants, conditions and agreements contained herein, the Assistant Superintendent of Pupil and Family Services and the Board agree as follows:

I. APPOINTMENT:

William Tesbir is hereby appointed to the position of Assistant Superintendent of Pupil and Family Services. William Tesbir hereby accepts such employment as Assistant Superintendent of Pupil and Family Services upon the terms and conditions set forth in this Agreement.

II. TERM OF EMPLOYMENT:

The term of this appointment is for a period of three school years, commencing effective July 1, 2022, and ending June 30, 2025, unless terminated as provided herein.

III. DUTIES OF EMPLOYEE:

During the term of this Agreement, the Assistant Superintendent of Pupil and Family Services shall perform the duties of Assistant Superintendent of Pupil and Family Services in accordance with any pertinent job description or other description of duties previously adopted by the Board and the Superintendent of Schools, and the same may be amended and modified during the term of this Agreement. In addition, the Assistant Superintendent of Pupil and Family Services shall perform such other duties as may be assigned to him by the Superintendent of Schools. During the term of this Agreement, the Assistant Superintendent of Pupil and Family Services shall devote his entire working time and attention to his work for the Board. The Assistant Superintendent of Pupil and Family Services shall faithfully, industriously, and to the best of his ability, experience and talents render the services required, and shall observe any and all rules, regulations, and policies which the Board has established or shall hereafter establish. The Assistant Superintendent of Pupil and Family Services shall render such services at such place or places as the Superintendent of Schools or the Board shall designate or as shall be necessary or appropriate in connection with such employment. Except with the prior written approval of the Superintendent of Schools, during the term of this Agreement, the Assistant Superintendent of Pupil and Family Services shall not undertake or engage in any other employment, occupation, or business enterprise other than one in which she is a passive investor. This limitation shall not apply to work or compensation as an author, professor, consultant, or presenter, provided such work does not occur during work hours.

IV. SALARY:

The base salary of the Assistant Superintendent of Pupil and Family Services for the period July 1, 2022 to June 30, 2025 shall consist of the following:

- (a) An annual salary of two hundred thirty thousand dollars (\$230,000) payable in twenty-four (24) installments;
- (b) An additional sum of nine hundred fifty dollars (\$950), payable in 24 installments, as a service stipend;
- (c) An additional sum of one thousand six hundred dollars (\$1,600), payable in 24 installments, as a travel allowance

For the purposes of reporting the Assistant Superintendent of Pupil and Family Services's base salary to the Connecticut Teacher Retirement Board, and for determining his mandatory contribution required by Connecticut General Statutes 10-183bb(7), the Assistant Superintendent of Pupil and Family Services's base salary shall be the sum of (a) and (b) above.

In addition to the amounts specified above, the Assistant Superintendent of Pupil and Family Services may further elect to reduce his salary by up to the maximum allowed by Section 403(b) of the Internal Revenue Code for elective deferral pursuant to a legally binding salary reduction agreement, with that amount being contributed to a tax sheltered annuity contract.

V. INSURANCE AND OTHER BENEFITS:

- A. The Assistant Superintendent of Pupil and Family Services shall receive life insurance coverage of \$500,000.
- B. In addition, the Assistant Superintendent of Pupil and Family Services shall be covered by an income continuation plan, funded by the NCPS, which would compensate his for up to 70% of his current salary with a cap of \$7500 per month.
- C. The Assistant Superintendent of Pupil and Family Services shall receive the service adjustment as provided to other administrative employees in accordance with the applicable collective bargaining agreement in force at the time this Agreement is executed or is subsequently renewed.
- D. The Assistant Superintendent of Pupil and Family Services shall receive the same paid holidays, sick leave, and other benefits as provided to other administrative employees in accordance with the applicable collective bargaining agreement in force at the time this Agreement is executed or is subsequently renewed. Should it be necessary to work a holiday, the Assistant Superintendent of Pupil and Family Services shall have a compensatory day as determined in consultation with the Superintendent. Except with the prior written approval of the Superintendent, the Assistant Superintendent of Pupil and Family Services shall not be permitted to accumulate unused holidays beyond the calendar year in which said holidays fall.
- E. The Board of Education shall provide the Assistant Superintendent of Pupil and Family Services and his family with the same health insurance coverage as is provided to a majority of school district teachers at the time this Agreement is signed. The Board agrees to fund the HSA at 100% for the Assistant Superintendent and his family.

VI. VACATION:

The Assistant Superintendent of Pupil and Family Services shall receive five weeks paid vacation annually exclusive of legal holidays. Vacation time shall be taken in the year earned, provided that up to a maximum of twenty (20) days vacation may be accumulated and carried forward to the next school year upon

prior written notification to the Superintendent. Upon retirement or departure other than for cause, William Tesbir will receive a full day's pay for each unused vacation day up to a maximum of forty-five (45) days.

VII. CERTIFICATION:

The Assistant Superintendent of Pupil and Family Services shall possess and maintain administrative and supervisory certification (#092) and teacher certification from the State of Connecticut, Department of Education. In the event that the State of Connecticut imposes any new or additional requirements, qualifications or certifications for the position of the Assistant Superintendent of Pupil and Family Services under this Agreement, the Assistant Superintendent of Pupil and Family Services shall take all necessary and appropriate steps to acquire and maintain any newly required State certification or qualification.

VIII. OUTSIDE PROFESSIONAL ACTIVITIES:

In addition to the duties of employment, and subject to the approval of the Superintendent of Schools, the Assistant Superintendent of Pupil and Family Services shall participate in appropriate professional meetings in order to continue professional development.

IX. EVALUATION:

The Assistant Superintendent of Pupil and Family Services shall be annually evaluated by the Superintendent of Schools. The parties recognize that the evaluation process deals with personal qualities of the Assistant Superintendent of Pupil and Family Services, in which she has a legitimate privacy interest. Therefore, and in the interest of a candid and effective evaluation process, the parties agree that the documents related to evaluation under this contract shall be maintained as confidential documents.

X. TERMINATION:

A. This Agreement shall terminate and the obligations and covenants of the parties hereunder shall terminate upon the expiration of the term of this Agreement. The Assistant Superintendent of Pupil and Family Services acknowledges that there is no right of continued employment as Assistant Superintendent of Pupil and Family Services for any period of time after the date of termination.

B. The Board may terminate this Agreement for cause at any time after written notice to the Assistant Superintendent of Pupil and Family Services upon the occurrence of any one of the events specified below:

1. An act by the Assistant Superintendent of Pupil and Family Services constituting willful misconduct, embezzlement, fraud, or other criminal acts involving moral turpitude, or a breach of his fiduciary duty to the Board.

2. A material breach by the Assistant Superintendent of Pupil and Family Services of one of the terms of this Agreement.

3. A continuing or repeated failure to perform the duties assigned to the Assistant Superintendent of Pupil and Family Services by the Board, the Superintendent of Schools, or by any person under whose direction or supervision duties are performed by the Employee.

4. Any other due and sufficient cause.

C. The Board may terminate the employment of the Assistant Superintendent of Pupil and Family Services at any time in accordance with the Conn. Gen. Stat. Section 10-151, and upon such action this separate Agreement shall also terminate.

XI. GENERAL PROVISIONS:

A. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, but shall remain in full force and effect.

B. This Agreement contains the entire agreement between the parties, and may not be amended except in writing duly executed by both parties.

C. This Agreement shall be construed and the rights of the parties hereunder shall be governed by the laws of the State of Connecticut.

D. This Agreement shall be executed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHERE OF, the parties have hereunto executed this Agreement effective the 14 day of June, 2022.

William Tesbir
William Tesbir
ASSISTANT SUPERINTENDENT OF PUPIL AND FAMILY SERVICES

6/14/22
Date

Bryan D. Luizzi
Bryan D. Luizzi, Ed. D.
SUPERINTENDENT OF SCHOOLS

6/14/22
Date

Witnessed by:

Muhammad J. Ahmed

6/14/22
Date