

PROFESSIONAL AGREEMENT FOR EMPLOYMENT OF INTERIM SUPERINTENDENT

PREAMBLE

It is hereby agreed by and between the Board of Education of the Town of Colchester (hereinafter called the "Board") and Mary Conway (hereinafter called the "Interim Superintendent") that the said Board in accordance with its action on November 14, 2017, by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Mary Conway as Interim Superintendent of Schools and that Mary Conway hereby accepts employment as Interim Superintendent of Schools of upon the terms and conditions hereinafter set forth.

ARTICLE I

CERTIFICATION

A. As a condition precedent to this Agreement going into and remaining in effect, the Interim Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Interim Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Interim Superintendent not otherwise hold valid certification to serve as Interim Superintendent of Schools, this Agreement shall terminate immediately by its terms.

ARTICLE II

TERM

A. This Agreement is subject to the approval of the Commissioner of Education for the State of Connecticut and satisfactory completion of all statutory requirements concerning hiring of Board of Education employees. Except as modified by paragraphs B. and C. of this Article, this Agreement shall become effective as of January 1, 2018, and shall remain in effect through June 30, 2018, unless terminated earlier pursuant to its terms.

B. On the request of the Board Chair and agreement of the Interim Superintendent, the Interim Superintendent may work on designated days between the execution of this Agreement and January 1, 2018. On any such working day, the Board shall pay the Interim Superintendent at the per diem rate set forth below in Article IV.A.

C. This Agreement may be extended by mutual written agreement of the parties for a defined term after June 30, 2018.

D. Notwithstanding anything in this section to the contrary, the provisions of this Agreement entitled "Termination of Contract" shall take precedence, and the Interim

Superintendent's employment may be terminated at any time under the provisions of that section.

ARTICLE III

DUTIES

A. The Interim Superintendent shall serve as the chief executive officer for the Board. In harmony with the policies of the Board, State Laws, and State Board of Education regulations, the Interim Superintendent has executive authority over the Colchester Public Schools and the responsibility for supervision thereof. She has the general authority to act at her discretion, subject to later approval by the Board, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She shall advise the Board on policies and plans that the Board takes under consideration, and she shall take the initiative in presenting to the Board policy and planning issues for the Board's attention. The Interim Superintendent, or her designee as approved by the Board, shall attend all meetings of the Board.

ARTICLE IV

COMPENSATION

A. The Interim Superintendent shall be paid per diem for each day that she actually works, at a rate of Six Hundred and Eighty-Eight Dollars and Forty-Six Cents (\$688.46) per day, which compensation shall be payable in biweekly equal installments, subject to state and federal withholding taxes, and other agreed to deductions that the Interim Superintendent may authorize in writing. Included within the Interim Superintendent's per diem rate are night meetings that she is expected to attend.

B. In the event that the Interim Superintendent works a partial day, she shall receive a pro-rated per diem amount for the day in question.

C. In no event shall the Board's compensation for the Interim Superintendent for this Agreement, or any extension thereof, exceed Eighty Thousand Five Hundred and Fifty Dollars and No Cents (\$80,550.00) per annum.

ARTICLE V

FRINGE BENEFITS AND WORKING CONDITIONS

A. Leave. In the event that the Interim Superintendent requires leave for personal illness or injury, personal matters, bereavement or any other purpose, she shall provide notice to the Board Chair. Any such leave shall be unpaid.

B. Work Schedule. On or around the first day of the month, the Interim Superintendent will submit a proposed schedule to the Board Chair for his/her approval, detailing the days in which she intends to work on behalf of the Board during the upcoming month. On days that the Interim Superintendent is scheduled to work, she will work a minimum of an eight hour workday (the specific hours of which will be subject to adjustment for night meetings and/or the needs of the district or Interim Superintendent). Compensation for attendance at night meetings is included within her per diem pay. The Interim Superintendent is expected to attend Board meetings and Board subcommittee meetings, Board of Finance and Board of Selectmen meetings at which budget is discussed, and other meetings as designated by the Board Chair

C. Insurance Benefits. On behalf of herself and any eligible dependents, the Interim Superintendent may elect to participate in any of the health/vision or dental insurance plans provided for certified administrative employees of the Board. If such coverage is elected by the Interim Superintendent, the Interim Superintendent shall provide notice to the Board Chair, and the parties shall negotiate the Board's contribution for a portion of the costs of such insurance. If such coverage is not elected by the Interim Superintendent, the Interim Superintendent will not receive any additional compensation or payment in lieu of such coverage. In the event of her enrollment in the Board's insurance programs, any portion of premiums for such insurance for which the Interim Superintendent is responsible shall be paid by the Interim Superintendent through payroll deduction.

D. Other Benefits Excluded. The Interim Superintendent shall only be entitled to the employment benefits outlined in this Agreement or any modification of this Agreement that is mutually agreed upon in writing.

ARTICLE VII

REIMBURSEMENT FOR EXPENSES

A. Mileage. The Board agrees to reimburse the Interim Superintendent for use of her personal vehicle at the IRS mileage reimbursement rate for out of district mileage incurred in the performance of her duties under this Agreement. Mileage shall be documented and submitted for reimbursement in accordance with district procedures.

B. Other Expenses. The Interim Superintendent shall be reimbursed for out of pocket expenses incurred in the performance of her professional duties. The Interim Superintendent shall substantiate such expenses in accordance with district procedures.

ARTICLE VIII

TERMINATION OF AGREEMENT

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Interim Superintendent shall be entitled to terminate this Agreement voluntarily upon written notice of sixty (60) days, except that the sixty (60) day notice is not required if termination is part of an action to implement an extension to this Agreement, in which case verbal notice by the Interim Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate this Agreement during its term for good cause in accordance with the procedure set forth below in paragraph E; or may terminate this Agreement with fifteen (15) day notice to the Interim Superintendent in the event of appointment of a new Superintendent of Schools by the Board.
- D. In the event that the Commissioner fails to approve the appointment of the Interim Superintendent, or the Board determines that the Interim Superintendent has failed to satisfy of all statutory requirements concerning hiring of Board of Education employees, this Agreement shall be considered null and void.
- E. In the event the Board seeks to terminate this Agreement for good cause, it shall serve on the Interim Superintendent written notice that termination of this Agreement 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 Interim Superintendent may file with the Board a written request for a hearing before the Board, which shall be held within thirty (30) days after receipt of such written request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Interim Superintendent. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive or public session, at the option of the Interim Superintendent. The Interim Superintendent shall have the right to her own counsel, at her own expense. Any time limits established herein may be waived by mutual agreement of the parties.
- F. Nothing herein contained shall deprive the Board of the power to suspend the Interim Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Interim Superintendent as otherwise provided in this Agreement.

ARTICLE IX

GENERAL PROVISIONS

A. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

B. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties.

C. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Interim Superintendent shall be sent to her home address.

D. This agreement is being executed on behalf of the Board by Ronald Goldstein, Colchester Board of Education Chair, pursuant to a vote taken by the Board of Education, at a meeting duly held on November 14, 2017 authorizing Ronald Goldstein, Colchester Board of Education Chair, to execute this Agreement on behalf of the Board.

IN WITNESS WHEREOF, the Parties have caused this contract to be executed by their proper officers, hereunto duly authorized.

BY: _____

Mary Conway
Interim Superintendent

DATE: _____

11/2/17

BY: _____

Ronald Goldstein, Chair,
Colchester Board of Education

DATE: _____

11/14/17

