

# **AGREEMENT BETWEEN**

**DR. THOMAS MCMORRAN AND**

**THE BOARD OF EDUCATION OF THE TOWN OF EASTON,**

**THE BOARD OF EDUCATION OF THE TOWN OF REDDING**

**AND THE**

**REGIONAL BOARD OF EDUCATION #9**

It is hereby agreed by and between Dr. Thomas McMorran and the Board of Education of the Town of Easton, the Board of Education of the Town of Redding and Regional Board of Education #9 (hereinafter collectively referred to as the Boards) that the said Boards, in accordance with elections held pursuant to Section 10-157 of the Connecticut General Statutes have offered employment to the said Dr. Thomas McMorran as Superintendent of Schools of the Easton, Redding and Region 9 school districts, and that Dr. Thomas McMorran (hereinafter called the "Superintendent") accepts employment as Superintendent of Schools of the Easton, Redding and Region 9 school districts, in accordance with and subject to the terms and conditions set forth herein.

## **1. CERTIFICATION**

At all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

## **2. DUTIES**

The Superintendent of Schools is the chief executive officer of the Boards. In accordance with the policies of the Boards and applicable State and federal laws and 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 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 policies and plans that the Boards take under consideration,

and he takes the initiative in presenting to the Boards policy and planning issues for the Boards' attention. The Boards, individually or collectively, in their discretion, shall promptly refer to the Superintendent for study and recommendation suggestions, criticisms and complaints about the school district(s) which are called to their attention. The Superintendent, or his designee as approved by the Boards, shall attend all regular meetings of the Boards and shall be invited to participate in deliberations of the Boards, except with respect to matters relating to his own employment, the employment of a certified staff member he has recommended for termination or a Board's self-evaluation or a procedure therefore. The Superintendent shall receive notice of all committee meetings of the Boards and he or his designee may attend such meetings. The Superintendent shall have the right to provide administrative recommendations on each item of business considered by the Boards or their committees.

### **3. OUTSIDE PROFESSIONAL ACTIVITIES**

The Superintendent shall devote his full attention to the business and affairs of the Boards. The Superintendent, upon notice to the Board Chairpersons, may undertake, speaking engagements, writing, lecturing or other professional duties and obligations which do not interfere with the meeting of his responsibilities as Superintendent. The Superintendent may undertake consultative work upon the prior approval of the Board Chairpersons.

### **4. TERM**

The term of said employment is from July 1, 2016 through June 30, 2019. For purposes of this Agreement, the Superintendent's "contract year" shall be from July 1 through June 30.

Prior to the end of the 2015-16 contract year, after completing the evaluation process as referenced in Section 8 of this Agreement, the Boards may, upon the request of the Superintendent vote with regard to whether this Agreement shall be extended beyond its current term, provided that at no time shall the total term of this Agreement exceed three years. If no such vote is taken prior to the end of the 2017-18 contract year, then prior to the end of the 2018-19 contract year, after completing the evaluation process as referenced in Section 8 of this Agreement, the Boards shall, upon the request of the Superintendent, vote with regard to whether this Agreement shall be

extended beyond its current term, provided that at no time shall the total term of this Agreement exceed three years.

Anything in this section to the contrary notwithstanding, the provisions of the section of this Agreement entitled "Termination" shall take precedence and the Superintendent's employment may be terminated under the provisions of said Section at any time during the term of this Agreement.

## **5. COMPENSATION**

A. The Superintendent's base annual salary shall be pro-rated for partial years of service as Superintendent.

B. For the period July 1, 2016 through June 30, 2017, the Superintendent shall be paid a base annual salary for the contract year equal to Two Hundred and Ten Thousand and One Dollars (\$ 210,001).

C. For the period of July 1, 2017 through June 30, 2018, the Superintendent shall be paid a base annual salary for the contract year equal to Two Hundred and Sixteen Thousand and One Dollars (\$216,301).

D. The Superintendent may elect to reduce his salary set forth in (B) above for the contract year on a pre-tax basis pursuant to a legally binding salary reduction agreement, provided that this salary reduction amount does not exceed the applicable dollar limits set forth in Sections 402(g) and Section 414(v) of the Internal Revenue Code ("Code"), and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice under the 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Code.

E. For the period July 1, 2018 through June 30, 2019, the Superintendent shall be paid a base annual salary for the contract year to be agreed upon by the parties. In the event the parties are unable to reach agreement, the Superintendent shall continue be paid the same base annual salary as in the preceding contract year.

F. For the purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, the Boards shall include the full amount of the base annual salary specified in Section B above, without regard to any salary reduction amount the Superintendent elects in Section C above.

G. All salary payments called for by this Agreement and all other payments called for by this Agreement, including but not limited to fringe benefits and expenses, shall be paid by the Boards in the following proportions:

EASTON BOARD OF EDUCATION	33.3%
REDDING BOARD OF EDUCATION	33.3%
REGION 9 BOARD OF EDUCATION	33.4%

**6. FRINGE BENEFITS AND WORKING CONDITIONS**

A. Sick Days: The Superintendent shall be entitled to receive twenty-two (22) paid sick days each contract year. The Superintendent's sick day account shall be so credited on July 1<sup>st</sup> each contract year. The number of sick days shall be pro-rated for any partial years of service as Superintendent. Sick leave shall be used for personal illness of the Superintendent. Unused days shall be accumulated from year to year to a maximum accumulation of 180 days.

The parties recognize that upon hire, the Superintendent was permitted to roll-over 146 accumulated unused sick days from Region 9 School District.

B. Other Personal Time Off: Each year of the contract, the Superintendent shall be entitled to three (3) personal days for the purpose of conducting necessary personal business that cannot be transacted other than during working hours. The Superintendent shall also receive an additional total of eleven (11) days each year of the contract, not cumulative, to be used for family illness, observance of religious holidays and/or bereavement.

C. Vacation Days: The Superintendent shall be entitled to receive twenty-five (25) paid vacation days each contract year, exclusive of legal holidays. The Superintendent's vacation account shall be so credited on July 1<sup>st</sup> of each contract year. The number of vacation days shall be pro-rated for any partial years of service as Superintendent. The Superintendent may utilize no more than five (5) consecutive vacation days on days when the schools of any of the three school districts are in session. Such vacation days shall be taken within twelve (12) months of the date upon which they are credited, after which period they are forfeited. However, notwithstanding the above, the Superintendent shall be reimbursed, on a per diem basis, for up to five (5) unused vacation days at the end of each contract year. Payment for these accrued,

unused days shall be made in the first payroll period following the expiration of the contract year in which the days were earned.

D. Health Insurance: The Boards will provide the Superintendent with his choice of health insurance packages from among those provided to other certified staff employed by each of the Boards. The Superintendent shall pay eighteen percent (18%) of the costs for such coverage for the 2016-17 contract year, nineteen percent (19%) of the costs for such coverage for the 2017-18 contract year and nineteen percent (19%) of the costs for such coverage for the 2018-19 contract year. Such payments shall be made by payroll deduction. The Superintendent may change his choice of health insurance plans during the open enrollment period of any plan to which he seeks to enroll.

E. Supplemental Benefits: The Superintendent shall receive the total sum of Four Thousand Five Hundred Dollars (\$4,500) per contract year, to be used by the Superintendent for the purchase of supplemental benefits, including but limited to, life insurance, disability insurance, long-term care insurance or other benefits for the Superintendent and/or his eligible dependents, to be determined in the Superintendent's sole discretion, and/or to be used by the Superintendent in covering unreimbursed medical expenses for himself and/or his eligible dependents. The Superintendent may choose to use part of these funds to increase the life insurance coverage offered by the current district provider. The Superintendent shall have the sole responsibility for procuring any such supplemental benefits. The payment set forth in this section shall be subject to all applicable tax withholding and/or reporting requirements.

F. In the event this Agreement is terminated due to the Superintendent's death or disability, any accumulated, unused sick days accumulated pursuant section 6.A, above (but excluding any days in the temporary sick leave bank set forth in Section 6.B above), as well as all unused vacation days earned pursuant to section 6.C above, shall be paid to the Superintendent or his estate, as applicable. In the event this Agreement expires, or is terminated for any reason other than the Superintendent's death or disability, such accumulated sick days and earned, unused vacation days shall be forfeited and no payment shall be due thereon.

G. Any and all per diem payments due to the Superintendent under this Agreement shall be based on 1/260<sup>th</sup> of his base annual salary.

## **7. EXPENSES**

A. The Superintendent shall be reimbursed, upon the submission of receipts and within budget parameters, for reasonable and necessary out-of-pocket expenses incurred in the performance of his professional duties. It is understood by the parties that such expenses include expenses incurred by the Superintendent for items such as parking fees, tolls, hotel accommodations, and meals away from home when the Superintendent is traveling for the Districts or when he has back-to-back night meetings that end late in the evening or in the early morning making it impractical for him to travel home and return to his next scheduled workday in a timely manner. Vouchers for such expenses shall be processed monthly and reviewed quarterly by the three Board Chairpersons or their designees.

B. The Superintendent expressly agrees that he shall not be entitled to receive any reimbursement or other compensation for any travel related expenses related to the use of his personal automobile in connection with his duties as Superintendent, unless such reimbursement is for business travel outside of the three school districts which shall be payable at the applicable year's IRS mileage reimbursement rate.

C. To the extent permitted by State law and as approved in the Boards' Central Office budget, the Boards shall pay the full cost of the Superintendent's professional association memberships in the American Association of School Administrators, the Connecticut Association of Public School Superintendents (CAPSS) and such other groups in which the Superintendent desires to maintain membership for the purpose of maintaining and improving his professional skills (provided that the Superintendent receives prior approval from the Board Chairpersons for membership in such "other groups").

D. Recognizing the importance of a strong working relationship between the schools and the community, the Boards shall pay dues, membership fees and related expenses for membership in service and civic associations located in Easton or in Redding as provided in the annual Central Office budget, upon prior approval by the Board Chairpersons.

E. The Boards encourage the Superintendent to continue his professional development and expect him to participate in relevant learning experiences. Subject to Central Office budget appropriations, the Superintendent may attend professional

meetings at the local, state and national level, the expenses to be paid by the Boards, upon prior approval by the Board Chairpersons.

## **8. EVALUATIONS**

A. Each Board shall separately evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the goals and objectives of the districts for the year in question. The Boards and the Superintendent shall attempt in good faith to agree on the development and adoption of the guidelines and criteria to be used by the Boards in evaluating the Superintendent. If the Boards and the Superintendent are unable to reach agreement on such guidelines and criteria, the Boards will determine the guidelines and criteria to be used in evaluating the Superintendent.

Each Board in executive session shall evaluate the Superintendent no later than June 30 of each year of this agreement. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent no later than July 31<sup>st</sup> for each year of this Agreement. 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. No later than July 31 of each year of this Agreement, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

The three evaluations shall become a permanent part of the Superintendent's personnel file. The Superintendent hereby agrees that each Board's evaluation may be provided by the Board to the Chairpersons of the other two Boards so that the members of all three Boards may be apprised of the evaluations of the other two Boards.

B. Whenever a Board has evaluated performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Chairperson of the Board shall appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee shall report to the full Board its activities and the results thereof, within ninety (90) days of the date the Committee meets. Thereafter, the Board may continue the Committee and require additional reports where necessary. Nothing herein shall limit the right of the

Superintendent to request or offer, respectively, to periodically meet to discuss his performance with any Board.

C. The parties acknowledge that the procedures set forth in Sections A and B above applied to the 2015-16 contract year. The Boards will confer with the Superintendent in an effort to design unified goal formation and evaluation procedures for implementation beginning with the 2016-2017 school year. In the event that the Boards and the Superintendent are for any reason unable to reach agreement on such unified procedures, then the procedures set forth in Sections A and B above shall continue to apply.

## **9. TERMINATION**

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

B. The Superintendent shall be entitled to terminate this Agreement upon ninety (90) days written notice to each Board.

C. The Boards may terminate this Agreement at any time during its term for any of the following reasons:

1. Inefficiency or incompetence.

2. Insubordination against the reasonable rules of the Boards.

3. Moral misconduct.

4. Disability which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence.

5. Any other due and sufficient cause.

In the event the Boards seek to terminate this Agreement pursuant to Section C, above, the Boards shall notify the Superintendent in writing of the reasons therefor. Within fifteen (15) days after receipt from the Boards of written notice that contract termination is being sought, the Superintendent may file with the Boards a written request for a hearing before the Boards, which will be held within twenty (20) days of receipt of such request. The Boards shall render a decision within fifteen (15) days of such hearing and shall send a copy of its decision, setting forth the reasons and the evidence relied on, to the Superintendent. The decision of the Boards shall be based on the evidence presented at the hearing. Such hearing may be in public session at the

option of the Superintendent. The Superintendent shall have the right to his own counsel at his own expense.

D. Any time limits established herein may be waived by written mutual agreement signed by all of the parties.

**10. GENERAL PROVISIONS**

A. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.

B. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the Boards and the Superintendent regarding the employment of the Superintendent by the Boards. This Agreement supersedes all prior agreements, either express or implied, between the parties hereto regarding the employment of the Superintendent by the Boards.

C. None of the terms or conditions of this Agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.

D. This Agreement shall be governed by and construed under the laws of the State of Connecticut.

Tom McMoran                      JD Donnell                      2/16/17  
Dr. Thomas McMorran                      Witness                      Date

[Signature]                      JD Donnell                      2/16/17  
Chairperson, Easton Board of Education                      Witness                      Date

[Signature]                      JD Donnell                      2/16/17  
Chairperson, Redding Board of Education                      Witness                      Date

[Signature]                      JD Donnell                      2/16/17  
Chairperson, Region #9 Board of Education                      Witness                      Date