

CLINTON BOARD OF EDUCATION

EMPLOYMENT AGREEMENT FOR SUPERINTENDENT OF SCHOOLS

This Agreement is made by and between the Board of Education of the Town of Clinton (the "Board") and Maryann O'Donnell (the "Superintendent"). In accordance with its action at the meeting held on May 16, 2016, the Board agrees to employ Maryann O'Donnell as Superintendent of Schools, and Maryann O'Donnell (the "Superintendent") hereby accepts such employment on the terms and conditions set forth in this Agreement.

1. DUTIES AND WORK YEAR

The Superintendent is the chief executive officer of the school district and reports directly to the Board. The duties and responsibilities of the Superintendent shall include but not necessarily be limited to those set forth in Board Policy 2131 (a).

2. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent may undertake outside professional activities such as speaking engagements, writing, lecturing and other professional/educational and administrative activities provided such activities do not interfere with meeting the Superintendent's primary responsibilities.

The Superintendent may undertake secondary employment including consultative work upon mutual agreement with the Board of Education provided such employment does not interfere with meeting the Superintendent's primary responsibilities, and provided such employment neither gives the appearance of nor constitutes a conflict of interest. For the

purposes of this contract, a conflict of interest is defined as any action or pattern of actions, whereby the Superintendent in her capacity as a public official, uses her office for private financial or material gain.

3. TERM

This Agreement is effective July 1, 2017 through June 30, 2020. Prior to the end of the first year of other Agreement, the Board at the request of the Superintendent may vote for a new three year contract. At least three months prior to the end of each subsequent year, the Superintendent shall notify the Board that the Superintendent's salary must be set for the coming contract year.

4. SALARY

The Superintendent's salary shall be paid in equal biweekly installments on the same schedule as for other twelve-month employees of the school district. The Superintendent's salary for the first year of this Agreement shall consist of the sum of the following:

- A. a cash component in the amount of one hundred seventy-four thousand, four hundred twenty dollars and no cents (\$174,420.00) plus
- B. twelve thousand dollars and no cents (\$12,000.00), which amount the Superintendent, pursuant to a legally binding salary reduction agreement, will arrange to have contributed as an elective deferral in accordance with Section 403(b)(12)((A)(ii) of the Internal Revenue Code toward the purchase of a Section 403(b) annuity with a tax sheltered annuity company of her choice.

The cash (A) and annuity (B) components of the Superintendent's salary for the periods July 1, 2018 through June 30, 2019, and July 1, 2019 through June 30, 2020 shall be negotiated prior to July 1 of each of those full contract years. Adjustments in the salary shall be in the form of an amendment and shall become a part of this Agreement.

For purposes of reporting the Superintendent's salary and for determining her contributions for a particular contract year to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the Superintendent's total base salary, which includes the sum of the amounts specified in Sections (A) and (B) above.

5. FRINGE BENEFITS

The Board shall provide the Superintendent with the following fringe benefits.

A. The Superintendent shall have the option in each year of this Agreement to enroll in the teacher High Deductible Health Plan medical benefit plan and in the teacher dental benefit plan that are offered by the Board. For the first year of this Agreement, the Superintendent shall pay eighteen percent (18%) of the premium cost for herself, her spouse and any eligible dependents in said plan and the Board shall pay the remaining premium cost. The amount of premium cost sharing for the periods of July 1, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2020 shall be negotiated prior to July 1 of each of those full contract years.

B. The Board shall pay ninety percent (90%) of the premium for a three hundred thousand dollar (\$300,000.00) term life insurance policy for the Superintendent. The Superintendent shall pay the remaining premium cost.

C. The Board shall provide group disability insurance for the Superintendent with the following features: a ninety (90) day waiting period; maximum monthly benefit of five thousand dollars (\$5,000.00) payable for a five-year maximum due to disability or lifetime due to accident. This disability insurance benefit is subject to terms and conditions set by the insurance carrier. The Superintendent may use accumulated sick leave to supplement the amount of any disability insurance payments.

D. The Superintendent shall be entitled to thirty (30) vacation days in each full year of this Agreement. On or about June 30, 2018, June 30, 2019 and June 30, 2020, the Board shall pay the Superintendent for up to fifteen (15) of the vacation days that she has not used in each of those full contract years, at the daily rate based on her cash compensation set forth in Section 4 of this Agreement

E. The Superintendent shall be entitled to twenty (20) sick leave days in each full year of this Agreement. Sick leave accumulated and unused during her employment with the Board prior to this Agreement shall be carried over to this Agreement. All sick leave shall be cumulative to a maximum of two hundred forty (240) days.

F. At the request of the Superintendent, the Board, consistent with relevant statutes, shall withhold from each biweekly paycheck and transfer an amount determined by the Superintendent to a tax-deferred annuity program of her choosing. Any such withholding and transfer shall be in addition to the payment made by the Board pursuant to section 4 of this Agreement.

G. The Superintendent shall be granted up to five (5) days for any death in the family during the term of this Agreement. Additional funeral leave may be granted at the discretion of the Board.

H. The Superintendent shall receive up to four (4) personal leave days in each full year of this Agreement. Personal leave may be used for attending to personal business that cannot be scheduled outside of normal business hours.

I. The Superintendent shall receive paid holidays designated by the Board.

6. DISABILITY

In the event that the Superintendent is unable to perform any or all of her duties by reason of illness or accident, the Superintendent shall have leave for such purpose charged to the accumulated sick leave provided in Section 5 of this Agreement. Upon completion of the waiting period, the Superintendent shall receive disability insurance benefits from the plan(s) provided in Section 5 of this Agreement, if eligible. Accumulated sick leave may be used to supplement payments under the disability insurance plan. If the Superintendent's disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations of the parties shall terminate.

7. SEVERANCE PAY

A. The Superintendent, if upon retirement from the Clinton School System, receives payment for current Teacher Retirement benefits (other than disability benefits) immediately after retirement (as defined in Connecticut General Statutes Sections 10-183f(a) or (b)) will be paid her total accumulated sick leave at the rate of \$65 per day as per the following:

Accumulated sick leave payout up to a maximum of 100 days.

This amount shall be over and above any regular compensation due the administrator.

B. The Superintendent, if eligible for severance benefits in accordance with Section A above, shall receive payment as follows:

If the Superintendent has provided written notification of retirement to the Superintendent's office at least seven (7) months in advance, the Superintendent shall have the option, at her discretion, to receive the payment in a lump sum at the time of retirement, or in a lump sum payable in January of the following calendar year.

If the Superintendent has not provided such advance notice, the Board shall have the option to make a lump sum payment at the time of the Superintendent's retirement or July of the following fiscal year.

Notwithstanding the above, the Superintendent, if she retires due to illness or disability shall have the option, at her discretion, to receive the payment in a lump sum at the time of retirement, or in a lump sum payable in January of the following calendar year.

8. EVALUATION

The Superintendent shall be evaluated annually by the Board. Such evaluation shall be in writing and shall be based primarily upon a set of goals mutually agreed upon by the Board and the Superintendent and in accordance with the position description. In the event the Board determines that the Superintendent's performance is deficient in any respect, the Board shall describe in writing, in reasonable detail, said deficient performance. The evaluation shall contain recommendations as to areas of improvement in all instances where the Board deems

performance to be deficient and all other instances where the Board deems such to be necessary and appropriate.

The Board of Education may devote a portion or all of one meeting, at least annually, to a discussion in executive session of the working relationship between the Superintendent and the Board.

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 written notice of ninety (90) days.

C. The Board may terminate this Agreement prior to its expiration for good cause. In the event the Board is considering termination for cause, the Board shall give the Superintendent written notice of the reasons for considering termination and provide an opportunity for a hearing concerning those reasons prior to final action to terminate this Agreement. Reasons for termination shall include:

- 1) inefficiency or incompetence;
- 2) insubordination against reasonable rules of the Board;
- 3) moral misconduct;
- 4) disability as shown by competent medical evidence;
- 5) other due and sufficient cause.

In any hearing concerning termination, the Superintendent shall have the right to counsel at her expense.

10. GENERAL PROVISIONS

A. If any part of this Agreement is deemed invalid by a court of law, such invalidity shall not affect the remainder of this Agreement but said remainder shall be binding and effective against the parties.

B. This Agreement contains the entire agreement between the parties. It may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth below.

CLINTON BOARD OF EDUCATION



By: Annaliese Spaziano, Its Chairperson

Duly Authorized by the Board

11/20/2017

Date

MARYANN O'DONNELL



By: Maryann O'Donnell

Superintendent of Schools

11/20/17

Date