

**CONTRACT OF EMPLOYMENT
EARLY CHILDHOOD DIRECTOR
TOWN OF DERBY, CONNECTICUT**

It is hereby agreed by and between the Board of Education of the City of Derby, Connecticut (hereinafter called the "Board") and Alison Conway that the Board in accordance with its action by election pursuant to Section 10-157 of the Connecticut General Statutes, on June 3, 2014, has employed and does hereby continue to employ Alison Conway, as Early Childhood Director of Derby and that Alison Conway (hereinafter called the "Director") hereby accepts employment as Early Childhood Director of Derby upon the terms and conditions hereinafter set forth in this contract as follows:

1. **DUTIES**

The Director is in charge of the Early Childhood Program. In harmony with the policies of the Board, state statutes, and state regulations, the Director has executive authority over the Early Childhood Program and responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Assistant Superintendent, upon all emergency matters and those as to which his powers and duties are not expressly limited.

The Director shall be invited to attend all meetings of the Board and its committees, with the exception of executive session discussions.

2. **OUTSIDE PROFESSIONAL ACTIVITIES**

The Director may undertake consultative work, speaking engagements, writing, lecturing and other professional duties and obligations, including participation as a partner or member of professional or business organizations, provided that such activities do not interfere with her responsibilities as Director. The Director will be an active member of professional organizations in order to enhance her ability and skills. The Director agrees that prior to commencement of her employment with the Board she will advise the Board, in writing, of any professional and/or business organizations that she is a member and/or partner. Additionally, the Director agrees that during her employment with the Board, in the event that she desires to become a member and/or partner of any professional and/or business organizations, she will advise the Board in writing of such intentions. In the event that, in the Board's discretion, membership and/or partnership in such professional and/or business organizations are contrary to the best interests of the Derby Public Schools, the Director agrees not to pursue such membership and/or partnership.

3. **WORK YEAR**

The work year for the Director shall be ten (10) months and will follow the Derby Public Schools calendar with April and Christmas vacations.

4. **TERM**

The term of the Director's employment is from July 1, 2017 through June 30, 2020. The Director and the Board agree they shall adhere to the following procedure to extend the Director's employment under this contract for an additional period of three (3) years:

- (a) Prior to the end of the first year of this three-year agreement, the Board, at the request of the Director, may vote for a new three-year agreement.
- (b) Prior to the end of the second year of this three-year agreement, the Board shall vote on whether to offer a new three-year agreement. At least three months prior to the end of the second year of this three-year agreement, the Director shall notify the Board in accordance with the provisions of this subsection of the contract that her contract is due to expire on the applicable date.
- (c) Notwithstanding anything in this section of the contract to the contrary, the provisions of section 9 shall take precedence and the Director's employment may be terminated under the provisions of said section.

5. **COMPENSATION**

For the period from July 1, 2017 through June 30, 2020, the Director shall be paid the following:

- (a) For the period from July 1, 2017 through June 30, 2018 a base annual salary of eighty-nine thousand two hundred and thirty-six dollars (\$89,236.00);
- (b) The Director of Early Childhood shall work additional days beyond the work year of 186 days as needed. Such days shall be at the discretion and determined by the Superintendent or his/her designee. The Director of Early Childhood shall be provided (30) day advance notice of the date(s) of such additional day(s). The Director of Early Childhood shall be paid their applicable per diem rate for such additional day(s).
- (c) For the period from July 1, 2018 through June 30, 2019, a base annual salary of eighty-nine thousand two hundred and thirty-six dollars (\$89,236.00);

- (d) For the period from July 1, 2019 through June 30, 2020, the parties agree to meet to negotiate a base salary for such period of time, provided, however, that the base salary shall be no less than eighty-nine thousand two hundred and thirty-six dollars (\$89,236.00);

The total compensation shall be paid on a bi-weekly basis and deducted through payroll and the Director shall be participating in the Town of Derby Pension Fund.

6. **FRINGE BENEFITS**

- A. The Director shall be eligible for health and dental insurance for the Director and her spouse under a health insurance plan selected by the Director from the plans offered to other professional administrative staff employed by the Board. All coverage shall be subject to the eligibility requirements of the carrier. The Board shall pay eighty (80%) percent of the cost of the health and dental insurance premium, with the Director paying the remaining twenty (20%) percent through payroll deduction. Premium share deductions shall begin upon election of coverage and thereafter will be in accordance with the terms of the administrators' contract.

In the event that the Board changes carriers or plans for administrators, such health insurance plan(s) shall be substituted for the aforementioned plans with the Director selecting from such plans and the premium share remaining unchanged.

It is understood that the Director has elected to waive health and dental insurance coverage.

- B. The Director shall be provided at Board expense term life insurance in an amount of \$75,000 through the Board's insurance company.
- C. The Director shall be entitled to the same paid holidays as all other certified administrators employed by the Board.
- D. The Director is a ten (10) month position following the Derby Public Schools following April and Christmas vacation breaks.
- E. The Director shall be entitled to twenty (20) sick days per year for the duration of her contract cumulative to one hundred eighty-six (186) days. Any unused accumulated sick days shall, upon termination of this contract, be reimbursed at a per diem rate to a maximum of thirty (30) days. Upon the death of the Director during the term of this contract, his estate shall be paid the equivalent of thirty (30) days of accumulated sick leave, based on his then current per diem rate of pay.

- F. The Director shall be entitled to three (3) days of paid leave per year for personal or legal reasons.
- G. The Director shall be entitled to five (5) days of paid leave per year for the death of members of his immediate family. Immediate family is defined for purposes of this clause as the Director's spouse, children, parents, siblings, grandparents or grandchildren.
- H. If the Director retires from the Derby Public School System after five (5) or more years of service, the Director and her spouse shall be permitted to continue to participate in the health insurance program(s) offered by the Board during the period of his retirement for as long as she wishes at her own expense, provided, that the Director and/or her spouse is not eligible for health insurance benefits through a subsequent employer.
- I. The Director shall be reimbursed for mileage at the Board of Education established annual mileage rate.

7. **MEDICAL EXAMINATIONS**

The Director shall have a comprehensive medical examination every two years commencing July, 2014. A statement from the examining physician certifying to the physical competency of the Director to perform his duties shall be filed with the clerk or secretary of the Board and be treated as confidential information by the Board. The cost of said medical examination and reports shall be borne by the Board.

8. **EVALUATION**

The Principal of Irving School shall evaluate the Director in accordance with guidelines and criteria mutually determined prior to the expiration of each year during the term of this contract. In the event that the Principal of Irving School determines under the evaluation format, that the performance of the Director is deficient in any respect, it shall describe such deficient performance in writing, in reasonable detail, indicating specific instances where appropriate. The evaluation shall include 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 or appropriate. A copy of the written evaluation shall be delivered to the Director upon its completion and the Director shall have the right to make a written reaction or response to the evaluation that shall become a permanent attachment to the Director's personnel file.

Whenever the Principal of Irving School has evaluated performance, in whole or in part, to be deficient, and has made recommendations as to areas of

improvement, the Principal of Irving School shall appoint a committee of not less than two (2) members of the Board to meet, in executive session if appropriate, with the Director and endeavor to assist the Director in improving her performance as to such matters. Said committee shall report its activities and the results thereof to the full Board within thirty (30) days. Thereafter, the Principal of Irving School may continue the committee and require additional reports where necessary.

9. **TERMINATION**

- A. The parties may, by mutual consent, terminate this agreement at any time.
- B. The Director shall be entitled to terminate this contract upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Director, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate this contract of employment during its term for one or more of the following reasons:
 - (1) Inefficiency, incompetence or ineffectiveness;
 - (2) Insubordination against reasonable rule of the Board;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence;
 - (5) Loss of appropriate certification to act as Early Childhood Director;
 - (6) Other due and sufficient cause.
- D. Notice of Hearing
 - (1) In the event the Board seeks termination of this agreement under this section, it shall serve on the Director written notice that termination of her contract is under consideration. Such notice shall be accompanied by a written statement of reasons.
 - (2) The Director shall be entitled to a hearing before the Board.
 - (3) To be entitled to a hearing, the Director shall file with the Board within fifteen (15) days after the receipt of a notice that contract termination is

under consideration, a written request for a hearing before the Board.

- (4) Upon receipt of such notice, the Board shall schedule a hearing to be held within twenty (20) days after receipt of such request.
 - (5) The Board shall give the Director five (5) days notice, in writing, specifying the time and place of such hearing.
 - (6) The Board shall render its decision within fifteen (15) days of the hearing. The decision will be based on the evidence presented at the hearing, setting forth the reasons and evidence relied on in seeking to terminate the Director's contract.
 - (7) The Board shall send a copy of its decision setting forth the reasons and evidence relied on in reaching its decision.
 - (8) Such hearing may be in executive or public session at the option of the Director. The Director shall have the right to representation by counsel; he shall bear the cost therein involved.
 - (9) Any time limits established herein may be waived, in writing, by mutual agreement of the parties.
10. If the Director leaves employment on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided by this agreement.

GENERAL PROVISIONS

- A. The Director agrees to furnish throughout the life of this contract, a valid and appropriate certificate to act as Early Childhood Director in the State of Connecticut.
- B. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.
- C. 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 signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.
- D. This contract is subject to the statutes of the State of Connecticut and the rules and regulations of the Derby Board of Education as such statutes, rules and regulations relate to the duties of the Director.
- E. This contract is hereby executed pursuant to a favorable vote by the Board of

Early Childhood Director

Education of the Town of Derby at a meeting of the Board. The vote of said Board directed Kenneth Marcucio, its Chairman, to sign this contract in the name of the Board of Education as noted in the minutes of said meeting.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract and a duplicate thereof this _____ day of _____, 2015.

SIGNED:

Alison Conway
Early Childhood Director

SIGNED:


Kenneth Marcucio, Chairman