



Derby Public Schools

Employment Agreement

Director of Curriculum, Instruction and Assessment

It is hereby agreed by and between the Board of Education of the City of Derby, Connecticut (hereinafter called the “Board”), that the Board shall employ Jennifer Olson as Director of Curriculum, Instruction, and Assessment upon the terms and conditions hereinafter set forth in his agreement as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2018 and expire on June 30 2021. The parties agree that in the event that either the Board or Jennifer Olson do not agree to either extend this Agreement beyond June 30, 2021 or do not negotiate a successor agreement, Jennifer Olson’s employment with the Board shall terminate effective on June 30, 2021.

2. WORK YEAR

The work year for the Director is twelve (12) months.

3. COMPENSATION

For the period from July 1, 2018 through June 30, 2021, Jennifer Olson shall be compensated in the following manners for services rendered under this Agreement:

- (a) For the period from July 1, 2018 through June 30, 2019 (hereinafter “Year One”) a base annual salary of one hundred fifty thousand dollars (\$150,000)
- (b) For the period from July 1, 2019 through June 30, 2020 (hereinafter “Year Two”) the Parties agree to meet and negotiate a base salary for such period of time , provided, however, that the base salary shall be no less than one hundred fifty thousand dollars (\$150,000.00)
- (c) For the period from July 1, 2020 through June 30, 2021 (hereinafter “Year Three”) the Parties agree to meet and negotiate a base salary for such period

of time, provided, however, that the base salary shall be no less than the salary agreed to in Year Two.

- (d) A contribution by the Board on behalf of Jennifer Olson, to a Tax Sheltered Annuity of her choice in the amount of three thousand dollars (\$3,000) in each year of this Agreement.

The total compensation including subsection (d) shall be paid on a bi-weekly basis and subject to the State Teachers' Retirement Board contribution.

4. FRINGE BENEFITS

- A. Jennifer Olson shall be eligible for health and dental insurance for herself, her spouse and family under a health insurance plan selected by Jennifer Olson 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 Jennifer Olson paying the remaining twenty (20%) percent through payroll deductions. Premium share deductions shall begin upon election of coverage and thereafter will be in accordance with the terms of the administrators' collective bargaining agreement. 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 Jennifer Olson selecting from such plans and the premium share remaining unchanged.
- B. Jennifer Olson shall be provided, at Board expense, term life insurance in the amount of seven hundred fifty thousand dollars (\$750,000.00) through the Board's insurance company.
- C. Jennifer Olson shall be provided, at Board expense, Accidental Death & Dismemberment insurance in the amount of seven hundred fifty thousand dollars (\$750,000.00) through the Board's insurance company.
- D. Jennifer Olson shall be entitled to the same paid holidays as all other certified administrators employed by the Board.
- E. Jennifer Olson shall be entitled to twenty (20) days of vacation in each year of this Agreement. Ten (10) unused vacation days from year one may be carried forward to year two but no more than five (5) unused vacation days may be carried forward from one year to any following year(s) of this Agreement. Any unused vacation days, to a maximum of fifteen (15) days, shall upon termination of this Agreement be reimbursed at a per diem rate. In the event of Jennifer Olson's death during the term of this Agreement, unused vacation pay, up to a maximum of fifteen (15) days, will be paid to Jennifer Olson's estate at a per diem rate.
- F. Jennifer Olson shall be entitled to twenty (20) sick days in each Year for the duration of this Agreement cumulative to one hundred eighty six (186) days. Any unused accumulated sick days shall, upon termination of this Agreement, be reimbursed at a per diem rate to a maximum of thirty (30) days. In the event of

Jennifer Olson's death during the term of this Agreement, unused accumulated sick days, up to a maximum of thirty (30) days, will be paid to Jennifer Olson's estate at a per diem rate.

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

5. MEDICAL EXAMINATIONS

Jennifer Olson shall have a comprehensive medical examination every two years commencing July 1, 2018. A statement from the examining physician certifying to the physical competency of Jennifer Olson to perform the duties of Director of Curriculum, Instruction and Assessment 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.

6. EVALUATION

Jennifer Olson shall be evaluated by the Superintendent of Schools in the same manner as other administrators employed by Derby Public Schools.

7. TERMINATION

- A. The parties may, by mutual consent, terminate the Agreement at any time.
- B. Jennifer Olson shall be entitled to terminate this Agreement 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 Agreement
- C. The Board may terminate this Agreement during its term for one or more of the following reasons:
 - (1) Inefficiency or 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 Director of Curriculum, Instruction and Assessment;
- (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 Jennifer Olson's written notice that termination of her contract is under consideration. Such notice shall be accompanied by a written statement of reasons.
- (2) Jennifer Olson shall be entitled to a hearing before the Board.
- (3) To be entitled to a hearing, Jennifer Olson 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 Jennifer Olson 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 Jennifer Olson's contract
- (7) The Board shall send a copy of its decision setting forth reasons and evidence relied on in reaching its decision.
- (8) Such hearing may be in executive or public session at the option of Jennifer Olson. Jennifer Olson shall have the right to representation by counsel and 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 Jennifer Olson 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.

8. GENERAL PROVISIONS

- A. Jennifer Olson agrees to furnish throughout the life of this Agreement a valid and appropriate certificate as required by the State of Connecticut, to act as Director of Curriculum, Instruction and Assessment.

- B. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- C. This agreement constitutes the entire Agreement between the parties with respect to the subject matter specifically referenced herein. No modification or amendment of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the parties hereto.
- D. This agreement is subject to the statutes of the State of Connecticut and the policies, rules and regulation of the Board as such statutes, policies, rules and regulation relate to the duties of Jennifer Olson.
- E. This agreement shall be construed according to the laws of the State of Connecticut.
- F. The headings in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of provisions of this Agreement.
- G. In the event that any action is filed in relation to this Agreement, the parties agree that neither party shall be responsible for the payment of the other parties' attorney's fees.
- H. Any differences, claims, or matters in dispute arising between the Board and Jennifer Olson out of, or connected with this Agreement shall be submitted by Jennifer Olson to arbitration with the American Arbitration Association.
- I. Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this _____ day of _____, 2018

 Jennifer Olson,
 Director of Curriculum,
 Instruction and Assessment

 Dr. Matthew Conway Jr
 Superintendent of Schools

 James Gildea
 Board of Education, Chairman