

**EMPLOYMENT CONTRACT
BETWEEN
STONINGTON BOARD OF EDUCATION
AND
SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of the Town of Stonington (hereinafter called the "Board") and Mary Anne Butler (hereinafter called the "Superintendent") that the said Board in accordance with the election held pursuant to 10-157 of the Connecticut General Statutes, on March 10, 2022 has and does hereby employ Mary Anne Butler as Superintendent of Schools of Stonington and that Mary Anne Butler hereby accepts employment as Superintendent of Schools of Stonington upon terms and conditions hereinafter set forth.

1. DUTIES

The Superintendent of Schools is the chief executive officer of the Board. In harmony with the policies of the board of education, state laws, and Connecticut State Board of Education Regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She advises the Board on policies and plans that the Board takes under consideration, and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent or her designee, as approved by the Board of Education, shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and she or her designee may attend such meetings. The Superintendent shall receive a summary of all committee meetings she or her designee does not attend.

2. TERM

The term of employment under this Agreement is July 1, 2022 to June 30, 2025. The Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period of time.

At least three (3) months prior to June 30, 2023, the Superintendent shall notify the Board that this contract is soon to require extension and shall inform the Board of this contract clause. Subsequent to such notice, but not less than one (1) month prior to June 30, 2023 the Board of Education shall vote whether to issue a new agreement.

In the event a new agreement is entered into, the time remaining under the old contract shall be incorporated into the new contract. At no time, shall the Superintendent be under contract or contracts to the Board for a period greater than three (3) years.

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3. COMPENSATION

Effective July 1, 2022, the Superintendent's salary shall be two hundred thousand dollars (\$200,000.00).

Each year during which this contract is in effect, the Board and Superintendent shall meet at least ninety (90) days prior to June 30th for purposes of negotiating the Superintendent's salary for the subsequent contract year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract. Under no circumstances shall the salary for subsequent years be less than the salary for the previous year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract, however, any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

4. FRINGE BENEFITS AND WORKING CONDITIONS

- A. With prior written approval from the Board of Education, the Superintendent may undertake occasional consultative work.
- A. The Superintendent may undertake occasional speaking engagements, writing, or lecturing provided such activities do not interfere with the meeting of her responsibilities as Superintendent.
- B. The Board of Education shall provide the Superintendent with up to five (5) paid work days for absences due to the death of a member of the Superintendent's immediate family.

Immediate family shall be defined as the Superintendent's: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather, brothers-in-law, sisters-in-law, legal guardian or anyone domiciled in the home for whom you provide primary care (as defined by the IRS Code Section 152 concerning dependent persons).

- C. The Board of Education shall provide the Superintendent with twenty-five (25) sick days in each contract year cumulative to one hundred fifty (150) days to be used by the Superintendent for her own illness. Additionally, the Superintendent may carry-over any unused credited sick days she has as of June 30, 2022.

Upon separation from employment (regardless of the reason for such separation), the Superintendent shall not be eligible for remuneration for any unused sick days credited to her prior to her separation from employment.

- D. The Board of Education shall provide the Superintendent with thirty (30) vacation days annually, exclusive of legal holidays, beginning July 1st of each contract year. Additionally, the Superintendent may carry-over any unused credited vacation days she has as of June 30, 2022.

Vacation days provided to the Superintendent shall not be cumulative, with such days to be taken during each specific contract year that the days are credited.

At the end of each contract year, if the Superintendent has any remaining vacation days on June 30th of such contract year, the Board will pay the Superintendent for up to a maximum of five (5) unused vacation days at her per diem rate. For purposes of the language set forth herein, the Superintendent's per diem rate shall be based on a two hundred-sixty (260) day work year.

Upon separation from employment (regardless of the reason for such separation), the Superintendent shall not be eligible for remuneration for any unused vacation days credited to her prior to her separation from employment.

- E. The Board agrees to reimburse the Superintendent for the use of her vehicle outside the district on school business at the IRS allowable rate for professional travel.
- F. The Board shall provide the Superintendent with term life insurance equal to two hundred thousand dollars (\$200,000.00) under the plan adopted by the Board of Education during the term of this contract.
- G. The Board shall provide the Superintendent with Long Term Disability coverage; the cost of the premium for the coverage shall be paid for in its entirety by the Board.
- H. The Superintendent shall have a comprehensive medical examination once each contract year. A statement from the examining physician certifying to the physical competency of the Superintendent to perform her duties shall be filed with the secretary of the Board and treated as confidential information by the Board. The entire cost of said medical examination and reports shall be borne by the Board of Education.
- I. The Superintendent shall pay twenty percent (20%) of the health insurance benefit premiums for her and her spouse for the following:
1. A High Deductible Health Plan with a \$2,000.00 single and \$4,000.00 two-person/family deductible for in-network services. The Board agrees to contribute forty percent (40%) of the deductible in each year of this contract (July 1, 2022 through June 30, 2023, July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025 contract years). A summary of the High Deductible Health Plan design is set forth in Appendix A of the collective

bargaining agreement between the Board and the Stonington School Administrators and Supervisors Union dated July 1, 2022 through June 30, 2025.

2. Dental – Full Service Dental Plan for Dental Care. (Comparable to BC/BS with Rider A and B)

J. The Board may change carriers on any of the coverage listed above so long as the coverage provided is comparable to that provided prior to the carrier change.

K. The Superintendent shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by the Superintendent and/or her family. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. The Superintendent may also contribute voluntarily additional dollars to her account under the 125, 129, and 105(H) sections of the internal Revenue Code.

5. EVALUATION

The Board shall evaluate and assess the performance of the Superintendent annually during the term of this agreement by a mutually agreed upon format. Both parties shall attempt, in good faith, in accordance with Connecticut General Statute 10-157, to agree on evaluation guidelines and criteria which shall include written goals to be used in evaluating the Superintendent the following year.

6. TERMINATION

A. The parties may, by mutual agreement, terminate the contract at any time.

A. The Superintendent shall be entitled to terminate the contract upon written notice of ninety (90) calendar days, except that the ninety (90) calendar day notice is not required if termination is part of an action to implement a new contract, in which case verbal notice by the Superintendent duly witnessed and recorded in the minutes is acceptable.

C. The Board may terminate the contract of employment during its term for one or more of the following reasons:

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

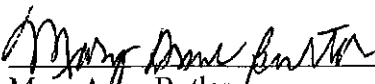
In the event the Board seeks to terminate the contract for one (1) of the above reasons, it shall serve on the Superintendent by certified or registered mail, written notice that termination of her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) calendar days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which shall be held within twenty (20) calendar days after receipt of such request. The Board shall render its decision within fifteen (15) calendar days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the 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 Superintendent or as law requires. The Superintendent shall have the right to her own counsel, at her own expense. Any time limits established herein may be waived by mutual written agreement of the parties.

7. GENERAL PROVISIONS

- A. If any part of this contract is invalid, it shall not affect the remainder of said contract, but said remainder shall be binding and effective against all parties.
- B. 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.

IN WITNESS WHEREOF, the undersigned have executed this contract this 10th day of March, 2022.



Mary Anne Butler



Chairman, Stonington Board of Education

3. 10. 22

Date

3/10/22

Date