

**SUPERINTENDENT OF SCHOOLS
EASTFORD BOARD OF EDUCATION**

It is hereby agreed by and between the EASTFORD BOARD OF EDUCATION (hereinafter called the “Board”) and DONNA P. LEAKE (hereinafter called the “Superintendent”) that said Board in accordance with its action pursuant to Section 10-157 of the Connecticut General Statutes, on the 1st of July 2021 has and does hereby employ DONNA P. LEAKE as SUPERINTENDENT OF SCHOOLS FOR EASTFORD and that DONNA P. LEAKE hereby accepts such employment upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

The Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise holds valid certification to serve as Superintendent, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent of Schools serves as the Chief Executive Officer of the Board. In harmony with the policies of the Board of Education, state laws, and State Board of Education regulations, the Superintendent has executive authority of 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, consistent with State law. She advises the Board of 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.
- B. 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 of Education committee meetings and she or her designee may attend such meetings.
- C. When the Principal of Eastford Elementary School is absent, the Superintendent or her designee will act as the substitute Principal of the School.

3. TERM:

The term of said employment as Superintendent of Schools is from July 1, 2021 to June 30, 2024. The Superintendent and the Board agree that they shall adhere to the following

procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

- A. Prior to the end of the first year of a three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board of Education shall vote for a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that her contract is about to expire and shall provide the Board with this contract clause.
- C. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 8 ("Termination") shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. WORK YEAR:

The Superintendent shall work at least two (2) days per week for a minimum of one hundred and two (102) days per year, unless it is a designated vacation week. Notwithstanding the minimum workdays established in this section, the Board may require that the Superintendent work more than two days in any week, and the Parties may agree to an alternative schedule in order to meet the needs of the School District. Any work days which would extend the Superintendent's work year beyond one hundred and two (102) days shall be agreed to in writing between the Board and the Superintendent.

5. COMPENSATION:

During the term of this Agreement, the Board agrees to pay the Superintendent at a rate of five hundred and sixty-four dollars and 42/100 (\$564.42/day) for each day actually worked, and payable in accordance with the Board of Education's payment schedule. The per diem payment shall be subject to applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law. The regularly scheduled Board of Education meetings are considered part of the normal workday.

Whenever additional Board of Education meetings are scheduled, when possible, the Parties will coordinate scheduling to ensure that the Superintendent attends such meetings as part of the normal workday. In the event emergency meetings are scheduled on days that are not workdays, the Board agrees to pay the Superintendent for attendance at such meetings at a rate of \$275.00.

The salary for subsequent years shall be negotiated between the Board and the Superintendent. If no agreement concerning salary is reached, the Superintendent's salary shall continue at the rate for the preceding until an agreement is reached.

6. FRINGE BENEFITS AND WORKING CONDITIONS:

The following fringe benefits and working conditions will be provided to the Superintendent:

A. TRAVEL REIMBURSEMENT

1. The Superintendent shall be reimbursed at the IRS rate for mileage while using a personal vehicle for district required travel, The Superintendent shall substantiate such costs in accordance with district procedures.

B. BUSINESS EXPENSES

1. Subject to budgeted appropriations, the Board will pay reasonable out-of-pocket expenses for the Superintendent, not covered as Travel Expenses under Section A above, provided such costs relate to business or educational responsibilities in the district, or the performance of her duties. The Superintendent shall substantiate such costs in accordance with district procedures.

C. SICK DAYS

1. The Superintendent shall be entitled to annual sick leave in the amount of six (6) days. Unused sick leave may be accumulated to a maximum of seventy-five (75) days. The 102 day work year is reduced by the number of sick days during that year.

D. VACATION TIME

1. The Superintendent shall be entitled to four (4) uncompensated vacation weeks per year. A vacation week is one in which the Superintendent does not work any days. Requested vacation weeks shall be submitted in writing and approved by the Board.

E. LIFE INSURANCE

1. The Board shall offer to the Superintendent the opportunity to purchase a \$50,000 term life insurance policy during the term of this Agreement, provided that the Superintendent is responsible for making payment of any premiums.

F. HEALTH INSURANCE

1. On behalf of herself and any eligible dependents, the Superintendent may elect to participate in the health insurance plan provided for employees of the Board,

Connecticut Partnership 2.0. The employee premium share for the years 2021-2024 is 20.5%.

2. On behalf of herself and any eligible dependents, the Superintendent may elect to participate in the dental insurance plan provided for employees of the Board. If the Superintendent elects dental coverage, she shall contribute to the premium based on the premium cost-sharing rate applicable to the health insurance plan described above.
3. In subsequent years, premium shares will be negotiated with the Board when negotiating subsequent contract agreements.

7. EVALUATIONS:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this contract. Evaluation will be based on the job description of the Superintendent for the Eastford School District, and will be reasonably related to the goals and objectives of the district for the year in question.
- B. The Superintendent shall be evaluated by the Board in executive session no later than May 31st in each year of this contract.

In the event the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail said deficient performance indicating specific examples 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 recommendations to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion and the Superintendent shall have the right to make a written reaction to the response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated the Superintendent's performance to be deficient, in whole or in part, or has made recommendations as to areas of improvement, the Chairperson of the Board may appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent in an effort to assist the Superintendent in improving her performance. Said committee shall report in writing to the Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) days of such meeting with the Superintendent. Thereafter, the Board may continue the committee and require additional reports when necessary.

At the first meeting to be held during the evaluation period, the Superintendent shall provide the Board this contract clause.

Notwithstanding anything in this section to the contrary, the provisions of Section 8 (“Termination”) shall take precedence and the Superintendent’s employment may be terminated under the provisions of said section.

8. TERMINATION:

- A. The Parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent 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 contract between the parties hereto 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, incompetence or ineffectiveness;
 - 2. Insubordination against reasonable rules of the Board of Education;
 - 3. Moral misconduct;
 - 4. Disability as shown by competent medical evidence;
 - 5. Other due and sufficient cause.

In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Superintendent, written notice that termination of her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) 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 thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) 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.

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.

9. PROFESSIONAL MEETINGS:

The Board encourages the Superintendent to continue her professional development and expects her to participate in relevant learning experiences and maintain her certification requirements.

Reasonable and customary expenses related thereto shall be paid by the school district, when approved in advance by the Board Chair and included in the district budget.

10. OUTSIDE PROFESSIONAL ACTIVITIES:

The Superintendent may undertake, with prior approval of the Board, consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with meeting her responsibilities as Superintendent of Schools.

11. GENERAL PROVISIONS:

- A. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- B. This Agreement contains the entire agreement of 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.
- C. This Agreement shall be construed under the laws of the State of Connecticut.
- D. The Board agrees to indemnify the Superintendent in accordance with the provisions of section 10-235 of the Connecticut General Statutes with respect to her employment as Superintendent.

IN WITNESS WHEREOF, the undersigned have executed this agreement dated at Eastford, Connecticut this 29th day of June, 2021.

For the Eastford Board of Education

Superintendent of Schools

Stephen Bowen, Chairman

Donna P. Leake

Date

Date

