

BOARD OF EDUCATION
EAST LYME, CONNECTICUT

FILED

July 25 2017 AT *8:30* AM/PM

ASSISTANT SUPERINTENDENT FOR CURRICULUM,
INSTRUCTION, AND ASSESSMENT CONTRACT

[Signature]
EAST LYME TOWN CLERK

This Agreement is made by and between the Board of Education of the Town of East Lyme (hereinafter referred to as the "Board") and Amy Drowne (hereinafter referred to as "Ms. Drowne" or "the Assistant Superintendent").

RECITALS

1. WHEREAS, the Board is an elected body in conformance with section 9-203 et seq. of the Connecticut General Statutes;
2. WHEREAS, Ms. Drowne desires to be employed with the Board as its Assistant Superintendent for Curriculum, Instruction, and Assessment;
3. WHEREAS, The Board desires to provide Ms. Drowne with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes improves the quality of its overall education program;
4. WHEREAS, The Board has authorized the Chairperson of the Board to execute this Agreement at its regular meeting held on April 26, 2016 and,
5. WHEREAS, the Board and Ms. Drowne believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education programs of the schools, consistent with state law and Board policies;

NOW THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived hereunder, the parties agree as follows:

Section 1 - Employment

The Board agrees to employ and does hereby employ Ms. Drowne as its Assistant Superintendent for Curriculum, Instruction, and Assessment and Ms. Drowne does hereby accept such employment.

Section 2 - Duties

Assistant Superintendent shall assist the Superintendent with the administration of the schools under the direction of the Board, consistent with the responsibilities as described in the job description for the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION, AND ASSESSMENT, East Lyme Public Schools, attached hereto and incorporated herein, as it may be modified from time-to-time by the Board. The Assistant Superintendent shall perform the duties of the position in a competent and professional manner in accordance with and subject to the (a) laws of the State of Connecticut and of the United States of America, (b) policies of the Board, (c) directives of the Superintendent of Schools, and (d) the provisions of this Agreement.

Section 3 - Outside Activities

Assistant Superintendent, with prior approval of the Superintendent, may undertake outside professional activities for personal income, so long as they do not interfere with her responsibilities as Assistant Superintendent.

Section 4 - Term and Year Defined

The term of said employment is for the period from July 1, 2017 to June 30, 2019. The parties agree to negotiate in good faith to attempt to reach a new agreement, if so desired at the time by both parties, on or before June 30, 2018, to cover additional services of Assistant Superintendent beyond June 30, 2019. As used herein, the words "Annual," "Annually," or "Year" shall refer to each contract year commencing July 1 and ending June 30.

Section 5A - Base Salary

For the period from July 1, 2016 through June 30, 2017, the Board shall pay the Assistant Superintendent \$158,000, and from July 1, 2017 through June 30, 2018 the Board shall pay the Assistant Superintendent \$163,530. An evaluation of the Assistant Superintendent's performance shall be conducted by the Superintendent annually. As a result of such evaluation, the Board in its sole discretion may increase, but not decrease, the Assistant Superintendent's compensation for the following year. Any such adjustment in salary to be made pertaining to years beyond this Agreement may be in the form of an amendment that shall become a part of this Agreement.

Section 5B - Tax Sheltered Annuity Contribution

The Board shall provide the Assistant Superintendent with an elective tax sheltered annuity contribution of four thousand dollars (\$4,000) in each year of the contract. Said contribution may be taken as additional salary, with appropriate deductions for taxes and other required deductions. If taken as salary, the \$4,000 shall not be viewed as part of the base salary, for purposes of reporting to the Connecticut State Teachers' Retirement Board.

Or-

The Board shall provide the Assistant Superintendent four thousand dollars (\$4,000) in each year of the contract for deposit into a tax-sheltered retirement account to be deposited in two equal installments, one in December and one in June of each contract year. The account shall immediately vest and be fully owned by the Assistant Superintendent. The \$4,000 shall not be viewed as part of the base salary, for purposes of reporting to the Connecticut State Teachers' Retirement Board.

Section 6 - Work Year

The Assistant Superintendent shall be a 12-month employee of the Board. The work schedule shall be established by the Superintendent, provided that the Assistant Superintendent shall be entitled to all legal holidays as granted by the board to its employees, vacation, and other excused absences as provided for herein.

Section 7 - Sick Leave, Vacation and Personal Days

The parties hereto agree as follows:

- A. Sick Leave: The Board shall provide Assistant Superintendent with twenty (20) sick days annually.
- B. Vacation Time: The Board shall provide Assistant Superintendent with twenty (20) vacation days annually. The Assistant Superintendent may carry forward up to five (5) unused vacation days each year. Unused vacation days may be accumulated up to a maximum of fifty (50) days. Unused vacation days shall be available for use, if needed, to supplement income coverage during any prolonged sick leave after all accumulated sick days have been exhausted.
- Unused accumulated vacation days, not to exceed 50 days, shall be purchase by the Board upon separation of the Assistant Superintendent from the system.
- Upon separation, vacation days shall be purchased at a rate of 1/240 of the Assistant Superintendent's annual salary for each day of accumulated vacation time.
 - Upon retirement, vacation days shall be payable in four equal annual installments in January of the four years following retirement.
- C. Personal Leave: Assistant Superintendent shall be entitled to take up to six (6) personal days of leave annually for personal reasons without loss of pay. Personal days are not cumulative.

Section 8 - Medical and Fringe Benefits

- A. The Board shall provide Assistant Superintendent and dependents with health insurance and full service dental plan, as defined by the agreement between the Board of Education and the East Lyme Administrators' Association (ELAA) collective bargaining agreement. Please refer to the attached ELAA contract Section 2.A.- Insurance: for the available benefits and plan design.
- i. **Coverage under Preferred Provider Organization Benefit Program (PPO)** with in-Network and Out-of-Network provisions.
 - ii. **High Deductible Health Plan ("HDHP")** with Health Savings Account ("HSA") ("HDHP/HSA").
 - iii. **Prescription Benefits**
- B. The Board shall provide Assistant Superintendent with paid term life insurance in the amount of two times the current salary during the term of this Agreement.
- C. The Board shall pay the full cost of professional association memberships for the Assistant Superintendent as approved in advance by the Superintendent.
- D. Assistant Superintendent agrees to have a comprehensive medical examination once each Year between July 1 and August 30, beginning July of 2016-2017. Assistant Superintendent shall obtain from the examining physician a statement certifying to the physical and mental competency of Assistant Superintendent to perform the general duties hereunder. Such statement shall be filed within ten (10) days of receipt

with the Secretary of the Board and treated as confidential information by the Board. The Board agrees to pay any insurance co-payment required by this examination.

- E. The Board shall provide Assistant Superintendent with full salary, less any funds received from workers' compensation, for up to one hundred and twenty (120) days of absence due to a work-related accident. Such absence shall not be charged to sick leave accumulation. After one hundred and twenty (120) days, Assistant Superintendent will continue to receive sick pay, to the extent accumulated and available, less workers' compensation, for such continuing absence due to a work-related accident or until the Assistant Superintendent has been deemed permanently disabled from performing the essential functions of the position, whichever comes first.

Section 9 – Mileage Reimbursement: The Board shall reimburse the Assistant Superintendent in accordance with set school district rates and policies.

Section 10 - Termination

This Agreement may be terminated by:

- A. Mutual Agreement of the Parties.
- B. Disability or Extended Absence of Assistant Superintendent. In the event of disability by illness or incapacity, or other prolonged absence, after Assistant Superintendent's accumulated sick leave and other available leave as provided for herein have been exhausted, and Assistant Superintendent continues to be absent or unable to perform the duties for an additional continuous period of sixty (60) days for whatever cause, then the Board shall have the right to declare this Agreement terminated.
- C. Discharge for Cause. Discharge for cause shall be initiated by a finding, in closed executive session, of probable cause by the Board, and shall be based on specific conduct of the Assistant Superintendent which is seriously prejudicial and offensive to the Board and/or the Town of East Lyme, including but not limited to neglect of duty; criminal conviction (except minor traffic infractions); breach of contract; insubordination; discrimination; harassment; or intentional or negligent infliction of physical or mental harm to children, students, parents, teachers, administrators or citizens of East Lyme. Reasons for a proposed discharge for cause shall be given in writing by the Board confidentially to Assistant Superintendent. If the Board finds there is probable cause for discharge, then the Board shall conduct a hearing. The Assistant Superintendent shall then be entitled to appear before the Board in such a hearing to discuss and dispute such charges, and shall be entitled to be accompanied by legal counsel at such hearing, at his own expense. Such hearing shall be in closed executive session. After such hearing, the Board shall vote to determine whether sufficient cause exists for a final discharge. If the Board agrees that sufficient cause exists for a final discharge, then the termination of this Agreement shall be effective upon the date of such vote. Under discharge for cause, there will be no severance or continuation of benefits beyond the effective date of termination, and any and all other obligations of the Board shall cease upon the effective date of termination.
- D. Resignation. Assistant Superintendent may resign and terminate this agreement by giving 60 calendar days written notice.

Section 11 - Unenforceability

In the event that any provision of this Agreement is invalid or unenforceable, that provision shall be deemed severed and the balance of the Agreement shall remain in full force and effect.

Section 12 - Connecticut Law

This Agreement shall be governed, construed and administered in accordance with the laws of the State of Connecticut.

Section 13 - Entire Agreement

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, undertakings and representations of the parties in connection therewith. The termination, modification or waiver of any of the provisions hereto shall not be binding unless made in writing and properly executed by the parties hereto.

Section 14 - Headings

The captions to the paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

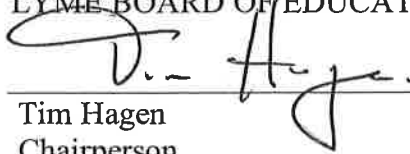
Section 15 - Waiver

No consent or waiver expressed or implied by the Board or Assistant Superintendent or failure to exercise any of the rights or remedies herein shall be construed as or constitute consent or waiver to or any other breach of the same or any other provision.

IN WITNESS WHEREOF, the East Lyme Board of Education has executed this amended Agreement on the 26th day of June 2017.

EAST LYME BOARD OF EDUCATION

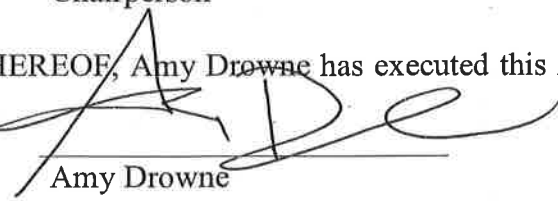
By:



Tim Hagen
Chairperson

IN WITNESS WHEREOF, Amy Drowne has executed this Agreement on the 26th day of June 2017.

By:



Amy Drowne
Assistant Superintendent for Curriculum, Instruction,
and Assessment

Appendix – for review only:

What follows has been obtained from the Contract between the Board of Education and the East Lyme Administrators' Association, July 1, 2015 – June 30, 2018.

ARTICLE 4, Section 2:

1. A. The Board shall provide coverage for the Assistant Superintendent and eligible family members with the following benefits:

i. Coverage under the **Preferred Provider Organization Benefit Program (“PPO”)** with in-Network and Out-of-Network provisions.

- On Network will be PPO-type plan with participating physicians; \$200 per hospital confinement deduction; \$20.00 co-pay per visit and routine physical; and co-pay per prescription on a three-tiered plan, (\$10 generic/\$20 formulary/\$35 non-formulary) with a \$3,000 annual cap per insured family member, as follows:
- Out-of-Network will be managed care plan with deductibles of \$300.00 per individual and \$6,000.00 family out-of-pocket limits.

Physician care and prescription service will be reimbursed at 70% after meeting deductibles and co-insurance limits with no coverage for routine physicals.

ii. **High Deductible Health Plan (“HDHP”) with Health Savings Account (“HSA”)** for eligible employees and their dependents.

The Board will provide a HSHP/HSA which shall have a shared annual deductible of \$2,500 individual and \$5,000 family for in-network and out-of-network services. Once the deductible is met, the plan will pay 100% for in-network services. Out-of-network services shall be subject to an 80%/20% coinsurance to a coinsurance maximum of \$3,500 for individual coverage and \$7,000 for aggregate family coverage. The shared in-network and out-of-network out-of-pocket annual maximum shall be \$5,500 for individual coverage and \$11,000 for aggregate family coverage. Prescription co-pays of \$10 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs made after the annual deductible is satisfied will count toward the out-of-pocket maximum.

A HSA shall be established by the Board, and the Board shall contribute by direct deposit to an eligible HSA a portion of the in-network annual deductible based on the following percentages and schedules:

2016-2017	40%	½ paid in July and ½ paid in January
2017-2018	40%	½ paid in July and ½ paid in January
2017-2018	40%	½ paid in July and ½ paid in January

iii. **Prescription Benefits** – The Board will provide a prescription drug benefit with an unlimited maximum and co-payments of \$10 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs after the above-listed deductibles

have been met. When a generic equivalent is available and eligible administrators obtain a listed or non-listed brand name drug, they will be responsible for the applicable co-payment plus the difference in cost between the generic and brand name drug. This provision applies regardless of whether the physician indicates *dispense as written or no substitution* on the prescription, unless the physician obtains Prior Authorization. When Prior Authorization is obtained, eligible administrators will be responsible only for the applicable brand name co-payment.

iv. Employees who are not eligible for an HSA can participate in a Health Reimbursement Account (HRS) with the Board providing the same contributions towards reimbursement as in the HAS. The parties acknowledge that the Board's Contribution toward the funding of the HSA and/or HRS plans is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees.

v. Full Service Basic Dental Plan with Rider A includes dependent children up to age 26.

1. **Not Applicable.**

2. **Not Applicable.**

B. During the 2016-17 contract year, the Board will pay 81.5% of the PPO, if said cost does not exceed the amount of the Board's 86% payment for the HDHP option. If said cost does exceed 86% of the HDHP option, the Board's payment for the PPO will be capped at 86% of the HDHP option plus 81.5% of the Basic Dental Plans premiums. For those administrators participating in the HDHP option during the 2016-17 contract year, the Board will pay 86.0% of the HDHP and the Basic Dental Plans premiums for any participating administrators. The participating administrators shall pay the remaining share of the PPO and the Basic Dental Plans or HDHP and the Basic Dental Plans, as applicable. Payment shall be made through a payroll deduction, which will be done by the adoption of an Internal Revenue Code Section 125 Pre-tax premium conversion account for staff so that health contributions may be made from pre-tax dollars.

C. During the 2017-18 contract year, the Board will pay 81.5% of the PPO, if said cost does not exceed the amount of the Board's 85% payment for the HDHP option. If said cost does exceed 85% of the HDHP option, the Board's payment for the PPO will be capped at 86% of the HDHP option plus 81.0% of the Basic Dental Plans premiums. For those administrators participating in the HDHP option during the 2017-18 contract year, the Board will pay 85.0% of the HDHP and the Basic Dental Plans premiums for any participating administrators. The participating administrators shall pay the remaining share of the PPO and the Basic Dental Plans or HDHP and the Basic Dental Plans, as applicable. Payment shall be made through a payroll deduction, which will be done by the adoption of an Internal Revenue Code Section 125 Pre-tax premium conversion account for staff so that health contributions may be made from pre-tax dollars.

