

**BOARD OF EDUCATION
EAST LYME, CONNECTICUT**

**DIRECTOR OF FINANCE, MARKETING,
AND GROWTH MANAGEMENT CONTRACT**

This Contract is made by and between the Board of Education of the Town of East Lyme (hereinafter referred to as the "Board") and Maryanna Stevens (hereinafter referred to as "Ms. Stevens," "Director of Finance, Marketing, and Growth Management" or "Director")

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. Stevens desires employment with the Board as the Director of Finance, Marketing, and Growth Management of East Lyme Public Schools;
3. WHEREAS, the Board desires to provide Ms. Stevens with a written 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 and Ms. Stevens 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 the state law and Board policies;
5. WHEREAS, the board authorized the Superintendent of Schools (hereinafter referred to as "Superintendent") to execute this agreement at its regular meeting held on June 18, 2019.

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. Stevens as its Director of Finance, Marketing, and Growth Management and Ms. Stevens does hereby accept such employment.

Section 2 - Duties

The Director shall report and 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 Director of Finance, Marketing, and Growth Management of East Lyme Schools, attached hereto and incorporated herein.

FILED

Oct 10 20 19 AT 2:52 AM (PM)
(Signature)
EAST LYME TOWN CLERK

Section 3 – Outside Activities

The Director may undertake outside professional activities for personal income as long as said activity does not interfere with the Director's ability to perform the function of her position and with written approval by the Superintendent.

Section 4– Term and Year Defined

The term of said employment is for the period from July 1, 2019 until June 30, 2021. Continuation of this Contract is at the sole discretion of the Board. Nothing herein will be construed as creating a promise or expectation of employment beyond the term of this Contract or modification of the at-will status of the employment of the Director.

Section 5 – Compensation

The Director shall be paid, in accordance with the regular payroll schedule of the Board, a annual salary of \$141,184 through June 30, 2020.

Section 6 – Work Year

The Director shall work a 12-month, 1.0 FTE schedule. Ms. Stevens daily work schedule shall be established by the Superintendent, provided the Director shall be entitled to all holidays provided to twelve month administrators in the collective bargaining agreement between the Board and the East Lyme Administrators' Association ("ELAA Agreement").

In calculating additional days of service or a reduction in pay for unpaid days, such calculations shall be based on 1/240 per-diem of the Director's annualized salary as noted above.

Section 7 – Vacation, Sick Leave and Personal Days

The parties hereto agree as follows:

- A. The Board shall provide the Director with twenty (20) sick days during the duration of this contract. Unused sick leave shall be limited in accumulation from year to year up to 200 days.
- B. The Board shall provide the Director with five (5) personal days during the duration of this contract. Personal days are non-cumulative and must be used only during the fiscal year in which they were granted.
- C. The Board shall provide the Director with up to (3) three days annually of leave per funeral for funerals of spouse, child, parent (in-laws), sibling (in-laws), grandparent or grandchild.

MEMO _____
DATE _____
_____ EAST LYME TOWN CLERK

- D. The Board shall provide the Director with the equivalent of twenty (20) vacation days during the duration of this contract. Up to eight (8) unused vacation days as of June 30 in each contract year may be carried over into the next contract year; any additional unused vacation days will be forfeited. Such unused vacation days may be accumulated up to fifty (50) days and, upon separation of the Director from the system shall be purchased by the school system at the rate of 1/240 of the Director's annual salary for each day of accumulated vacation time.

Section 8 – Pension

Shall be eligible to participate in the Town of East Lyme Defined Contribution Pension Plan.

Section 9 – Medical and Fringe Benefits

- A. The Board shall provide the Director and her dependents, as defined by the applicable health plan, with paid health, prescription and dental coverage and premium share plan with a co-pay as provided in the ELAA Agreement.
- B. The Board shall provide the Director with paid term life insurance in the amount of two times her current annualized salary during the term of this Agreement.
- C. The Board shall pay the full cost of professional association memberships for the Director as approved in advance by the Superintendent.
- D. The Director agrees to have a comprehensive medical examination once each year between July 1 and August 20 and provide the Board with a statement from her examining physician that there is not condition that would prevent the Director from performing the essential functions of her job.
- E. During this contract, the Board shall provide the Director seven thousand dollars (\$7,000) for deposit in a tax-sheltered retirement account to be deposited in two equal installments in December and June. The retirement account shall immediately vest and be fully owned by the Director or her estate.

Section 10 – Expense Reimbursement

The Board will provide reimbursement for expenses incurred as a result of the Director's professional use of her personal automobile, travel, and for any other out-of-pocket expenses incurred while performing her duties under the Contract which have been authorized in advance by the Superintendent. Mileage shall be paid at the current IRS Rate.

Section 11 – Termination

This Agreement may be terminated by:

- A. Mutual agreement of the Parties.
- B. **Disability of Extended Absence of the Director.** In the event absence from work due to disability, incapacity, or other reason, which exceeds 180 consecutive calendar days then the Board shall have the right to declare this Contract terminated.
- C. **Discharge for Cause.** Discharge for cause as determined by the Board in its sole discretion. Such finding shall be based on conduct of the Director which is determined by the Board to be 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, staff of the Board or citizens of East Lyme. Reasons for a proposed discharge for cause shall be given in writing by the Board to the Director and the Director will be provided the opportunity to meet with the Board to answer such charges prior to the Board's decision thereon. The Director shall be entitled to be accompanied by legal counsel at such meeting, at her own expense. After such meeting, the Board shall vote to determine whether sufficient cause exists for discharge. If the Board agrees that sufficient cause does exist, termination 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.** The Director may resign and terminate this contract by giving thirty (30) calendar days' written notice.

Section 12 – Unenforceability

In the event that any provision of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed severed and the balance of the Contract shall remain in full force and effect.

Section 13 – Connecticut Law

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

Section 14 – Entire Agreement

This Contract sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written 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 15 – Headings

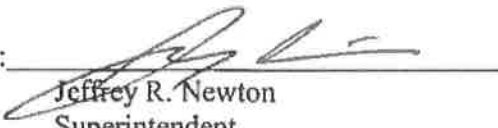
The captions to the paragraphs in this Contract are for convenience only and not be considered or referred to in resolving questions of interpretation or construction.

Section 16 – Waiver

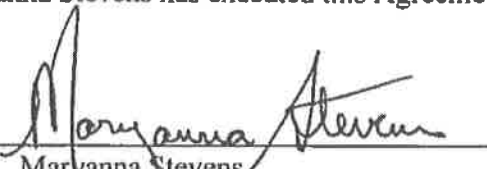
No consent or waiver expressed or implied by the Board or Director, or failure to exercise any of the rights or remedies herein, shall be construed as or constitute consent or waiver to or any other breach of the same or another provision of this Contract.

IN WITNESS WHEREOF, the East Lyme Board of Education has executed this Agreement on the 18th day of June 2019.

EAST LYME BOARD OF EDUCATION

By: 
Jeffrey R. Newton
Superintendent

IN WITNESS WHEREOF, Maryanna Stevens has executed this Agreement on the 18th day of June 2019.

By: 
Maryanna Stevens
Director of Finance, Marketing, and Growth Management

