

## **MONTVILLE BOARD OF EDUCATION**

### **ASSISTANT SUPERINTENDENT EMPLOYMENT AGREEMENT**

It is hereby agreed by and between the Board of Education of the Town of Montville (hereinafter “the Board”), acting through Laurie Pallin, its Superintendent, and Andrea Flynn (hereinafter “Assistant Superintendent”) that the Board hereby employs Andrea Flynn as Assistant Superintendent for the Montville Public Schools upon the terms and conditions hereinafter set forth.

#### **I. CERTIFICATION.**

This Agreement shall be effective on the date of execution by both the Assistant Superintendent and the Superintendent, subject to and contingent on the Assistant Superintendent possessing and presenting to the Board a valid administrative and supervisory (092) certificate issued by the State of Connecticut enabling her to serve as Assistant Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate, this Agreement shall terminate accordingly by its terms.

#### **II. DUTIES.**

The position of the Assistant Superintendent is a full-time, twelve-month position. The duties of the Assistant Superintendent shall be those set forth in the Job Description for the position and otherwise as determined by the Superintendent.

#### **III. TERM OF EMPLOYMENT.**

The term of employment of the Assistant Superintendent shall be for the period from July 1, 2024, to June 30, 2025. On or before May 1, 2025, the Superintendent shall inform the Assistant Superintendent in writing whether he will be recommending an extension of this contract. Notwithstanding the foregoing, this contract is subject to termination in accordance with Section VI. On or before April 1, 2025, the Assistant Superintendent shall present the Superintendent with this clause.

**IV. COMPENSATION.**

The annual base salary of the Assistant Superintendent shall be the sum of (a) one hundred seventy six thousand five hundred dollars (\$176,500), to be paid in periodic payments in accordance with the established pay dates for the school district, and (b) an additional sum equal to eleven thousand five hundred dollars (\$11,500) to be paid to the Assistant Superintendent in substantially equal installments during the year as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, if applicable, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code, as amended.

**V. FRINGE BENEFITS.**

A. Sick Leave. The Board shall provide the Assistant Superintendent with 18 sick days annually, which shall accrue on July 1 each year and be accumulated from year to year, cumulative to a maximum of 225 days. Up to ten days per year may be used for illness in the immediate family. Should absences due to illness continue beyond the period of time for which compensation is provided, upon the recommendation of the Superintendent, the Board will consider an extension of sick leave benefits. Length and quality of service shall be a factor in any such consideration.

Sick days cannot be accumulated for the purposes of retirement benefit.

B. Vacation. The Board shall provide the Assistant Superintendent with 27 vacation days annually, with such days to be taken during the year in which they are earned. With prior approval by the Superintendent, the Assistant Superintendent may carry over up to five (5) days in addition to the annual vacation entitlement and any remaining vacation days will be forfeited. Vacation days for a partial year of service shall be prorated. Vacation will not accumulate or be carried over from year to year. Given unusual and extenuating circumstances, the Superintendent may extend the number of days in this provision. Scheduling of vacation days will be subject to the prior approval of the Superintendent. Subject to limitations above, upon termination of employment the Superintendent will be paid for up to ten (10) unused vacation days provided the funds are available.

C. Holidays. The Assistant Superintendent shall have the holidays on which the Board offices are closed.

D. Personal Leave. The Board shall provide the Assistant Superintendent annually with 4 personal absence days to be used for one of the following reasons:

1. Religious requirements
2. Legal requirements
3. Birth of a child or grandchildren (4-day maximum)
4. College graduation of the spouse or children
5. One personal day per year may be taken for each of the following reasons: death of a close personal friend or household emergency, as long as it is not on the first or last day of school or used to extend a school vacation.

A request for personal leave shall be submitted to the Superintendent via the electronic absence management system, at least three (3) work-days in advance, whenever possible.

Upon request, the Superintendent is authorized to grant additional days of personal leave for any reasons the Superintendent believes meritorious.

E. Bereavement Leave. The Board shall provide the Assistant Superintendent with five (5) days of bereavement leave to be utilized for the death of an immediate family member, specifically child, spouse, parent, grandparent, sibling, in-laws, aunt or uncle, niece or nephew.

F. Health Insurance. The Board shall provide the Assistant Superintendent and her dependents with the same health insurance coverage, with the same premium cost share, as is provided to district administrators under the collective bargaining agreement between the Board and the Montville Administrators' Association at the time this Agreement is signed. Should such health insurance coverage change, this provision is subject to revision.

G. Group Life Insurance. The Board shall provide the Assistant Superintendent term life insurance in the amount of Four Hundred Thousand Dollars (\$400,000).

H. Automobile Allowance. The Assistant Superintendent shall receive a transportation allowance of Four Thousand Six Hundred Dollars (\$4,600) annually to defray the expenses of the maintenance and operation of an automobile and for other transportation costs while performing obligations pursuant to this Agreement, which shall be reported to the Assistant Superintendent as additional taxable income in accordance with the applicable IRS requirements. Travel outside of the district for school business will continue to be fully reimbursable in accordance with Board policy.

J. Conference Leaves:

1. When it is evident that conference attendance or the observation of an activity in another school system will contribute to the effectiveness of the instructional program, the Superintendent may grant leave, or permission to observe an activity in another school system, to the Employee without loss of pay. All requests are to be submitted one week in advance to the Superintendent through the electronic Absence Management System on a Conference Request Form.
2. The Board agrees to reimburse the Employee attending a convention or conference or observing activities in another school system as follows:
  - i. Reimbursement is granted only upon completion of a Conference Request Form which may
  - ii. then be approved by the Superintendent. Reimbursement will be granted for approved
  - iii. expenses only and shall be paid within thirty (30) days after the leave ends.
3. Such leave will be considered professional leave and will not be charged to the Employee's personal days.

K. When the Assistant Superintendent is called to jury duty, he/she shall promptly notify the Superintendent. If the Assistant Superintendent cannot be excused, leave shall be granted. This leave shall not be deducted from sick leave or from personal days. The Assistant Superintendent shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

L. The Board agrees to reimburse the Assistant Superintendent for one three (3) credit course per year at state universities in appropriate subject areas.

An appropriate subject area is defined as one that falls within the scope of the Assistant Superintendent's supervisory responsibilities.

The Assistant Superintendent must receive prior approval from the Superintendent before enrolling in a course if she is to receive reimbursement for said course. In every instance, the Superintendent shall make the determination as to whether or not the course in question is deemed appropriate.

**VI. TERMINATION.**

A. This Agreement may terminate by mutual agreement in writing at any time.

- B. This Agreement may terminate in accordance with its terms if it is not extended or the Assistant Superintendent no longer possesses valid certification for the position.
- C. The Assistant Superintendent may terminate this Agreement by submitting her resignation in writing to the Superintendent with no less than sixty (60) calendar days' advance notice prior to the effective date of the resignation.
- D. During the contract term, this Agreement may be terminated as follows:
  - 1. Non-renewal or termination of employment in accordance with the Teacher Tenure Act, Conn. Gen. Stat. § 10-151, shall operate to terminate this Agreement.
  - 2. This contract shall terminate if the Board eliminates the position of Assistant Superintendent, on the effective date of such termination.
  - 3. In addition, the Superintendent may terminate this Agreement by providing written notification of such termination to the Assistant Superintendent after providing notice and support if the Assistant Superintendent does not demonstrate effective performance in her position, as determined by the Superintendent. Upon such termination, the Superintendent may reassign the Assistant Superintendent to another certified position within the Montville Public Schools.

At the request of the Assistant Superintendent, the Board of Education will review the Superintendent's decision to terminate this Agreement in accordance with this Section D(3) as follows:

- a. Within five (5) business days after receipt from the Superintendent of notice of termination of this Agreement, the Assistant Superintendent may request from the Superintendent a written statement of the reasons for such termination, which the Superintendent shall provide within the next succeeding five (5) business days. The Assistant Superintendent may then request that the Board of Education convene a meeting to review the Superintendent's decision, in executive or open session as requested by the Assistant Superintendent. The Board shall convene such meeting promptly, and it shall hear from both the Superintendent and the Assistant Superintendent. The Board shall then either affirm or reverse the Superintendent's decision to terminate this Agreement, provided that it shall affirm the decision of the Superintendent unless the Board finds such decision to be unreasonable.

- b. During such proceedings, reassignment of the Assistant Superintendent shall be held in abeyance, provided that the Superintendent reserves the right to place the Assistant Superintendent on administrative leave with pay and without prejudice pending the Board's decision.

**VII. MISCELLEANOUS.**

**A. Evaluation**

The Superintendent shall evaluate the Assistant Superintendent in writing at least annually. Such evaluation shall be based on the evaluation procedures of the administrator evaluation and support plan developed in accordance with Conn. Gen. Stat. § 10-151b, as the Superintendent may modify such evaluation and support plan in consultation with the Assistant Superintendent to address the specific responsibilities of the Assistant Superintendent.

**B. Outside activities**

The Assistant Superintendent may undertake limited consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, including but not limited to teaching, provided such activities do not interfere with the meeting of her responsibilities as Assistant Superintendent. When such activities provide remuneration, the Assistant Superintendent shall obtain permission from the Superintendent in advance.

**C. Amendment**

This Agreement incorporates the entire understanding of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

**D. Applicable Law and Severability**

This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Danbury Judicial District.

If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then

continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

In witness whereof, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2024.

SUPERINTENDENT

EMPLOYEE

By \_\_\_\_\_  
Laurie Pallin Date

\_\_\_\_\_  
Andrea Flynn Date