CONFIDENTIAL

CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS
DERBY, CT 06418

It is hereby agreed by and between the Board of Education of the City of Derby, Connecticut (hereinafter called the "Board") and Dr. Matthew Conway, Jr. that the Board in accordance with its action by election pursuant to Section 10-157 of the Connecticut General Statutes, on December 13, 2012, has employed and does hereby continue to employ Dr. Matthew Conway, Jr. as Superintendent of Schools of Derby and that Dr. Matthew Conway, Jr. (hereinafter called the "Superintendent") hereby accepts employment as Superintendent of Schools of Derby upon the terms and conditions hereinafter set forth in this contract as follows:

1. DUTIES

The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board, state statutes, and state regulations, the Superintendent has executive authority over the school system and responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board, upon all emergency matters and those as to which his powers and duties are not expressly limited. He advises the Board on policy and planning issues that the Board takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent shall be invited to attend all meetings of the Board and its committees, both in public and in executive session, with the exception of either executive session discussions concerning the Superintendent's performance, status or contract (except where such attendance is required by law) or under circumstances that the Board deems that the Superintendent's attendance is not required.

2. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing and other professional duties and obligations, including participation as a partner or member of professional or business organizations, provided that such activities do not interfere with his responsibilities as Superintendent. The Superintendent will be an active member of professional organizations in order to enhance his ability and skills. The Superintendent agrees that prior to commencement of his employment with the Board he will advise the Board, in writing, of any professional and/or business organizations that he is a member and/or partner. Additionally, the Superintendent agrees that during his employment with the Board, in the event that he desires to become a member and/or partner of any professional and/or business organizations, he will advise the Board in writing of such intentions. In the event that, in the Board's discretion,

membership and/or partnership in such professional and/or business organizations are contrary to the best interests of the Derby Public Schools, the Superintendent agrees not to pursue such membership and/or partnership.

3. WORK YEAR

The work year for the Superintendent shall be twelve (12) months.

4. TERM

The term of the Superintendent's employment is from July 1, 2020 through June 30, 2023. The Superintendent and the Board agree they shall adhere to the following procedure to extend the Superintendent's employment under this contract for an additional period of three (3) years:

A. Prior to the end of the first year of this three-year agreement, the Board, at the request of the Superintendent, may vote for a new three-year agreement.

B. Prior to the end of the second year of this three-year agreement, the Board shall vote on whether to offer a new three-year agreement. At least three months prior to the end of the second year of this three-year agreement, the Superintendent shall notify the Board in accordance with the provisions of this subsection of the contract that his contract is due to expire on the applicable date.

C. Notwithstanding anything in this section of the contract to the contrary, the provisions of section 9 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

5. COMPENSATION

For the period from July 1, 2020 through June 30, 2023, the Superintendent shall be paid the following:

A. For the period from July 1, 2020 through June 30, 2021, a base annual salary of one hundred ninety five thousand seven hundred twenty-two dollars and seventeen cents ($195,722.17).

B. For the period from July 1, 2021 through June 30, 2022, a base annual salary of one hundred ninety five thousand seven hundred twenty-two dollars and seventeen cents ($195,722.17).

C. For the period from July 1, 2022 through June 30, 2023, the parties agree to meet to negotiate a base salary for such period of time, provided, however, that the base salary shall be no less than one hundred ninety five thousand seven hundred twenty-two dollars and seventeen cents ($195,722.17).

D. A contribution by the Board on behalf of the Superintendent, to a Tax Sheltered Annuity of his choice in the amount of nine thousand four hundred dollars ($9,400) in each year of the contract.

E. The total compensation contained in subsections (A) through (D) shall be paid on a bi-weekly basis and deducted through payroll and subject to the State Teachers' Retirement Board contribution.

F. On behalf of the Superintendent, the Board shall pay to the State Teachers' Retirement Board a portion of the mandatory contributions the Superintendent is required to pay into the Teachers' Retirement System, such mandatory contributions under current state law being eight and one quarter percent (8.25%) of the Superintendent's salary, as follows:

i. For the period from July 1, 2020 through June 30, 2021, twenty percent (20%) of the Superintendent's mandatory contributions as determined according to his base annual base salary, such payment equaling three thousand one hundred thirty-five dollars and thirty-six cents ($3,135.36).

ii. For the period from July 1, 2021 through June 30, 2022, twenty percent (20%) of the Superintendent's mandatory contributions as determined according to his base annual salary, such payment equaling three thousand one hundred thirty-five dollars and thirty-six cents ($3,135.36).

iii. For the period from July 1, 2022 through June 30, 2023, twenty percent (20%) of the Superintendent's mandatory contributions as determined according to his base annual salary, such payment equaling three thousand one hundred thirty-five dollars and thirty-six cents ($3,135.36).

6. FRINGE BENEFITS

A. The Superintendent shall be eligible for health and dental insurance for the Superintendent and his spouse under a health insurance plan selected by the Superintendent from the plans offered to other professional administrative staff employed by the Board. All coverage shall be subject to the eligibility requirements of the carrier. The Board shall pay eighty (80%) percent of the cost of the health and

dental insurance premium, with the Superintendent paying the remaining twenty (20%) percent through payroll deduction. Premium share deductions shall begin upon election of coverage and thereafter will be in accordance with the terms of the administrators' contract.

In the event that the Board changes carriers or plans for administrators, such health insurance plan(s) shall be substituted for the aforementioned plans with the Superintendent selecting from such plans and the premium share remaining unchanged.

It is understood that the Superintendent has elected to waive health and dental insurance coverage.

B. The Superintendent shall be provided at Board expense term life insurance in an amount of one million dollars ($1,000,000) through the Board's insurance company.

C. The Superintendent shall be entitled to the same paid holidays as all other certified administrators employed by the Board.

D. The Superintendent shall be entitled to twenty-five (25) days of vacation in each full year of this contract. Unused vacation days may be carried forward in the following years of this contract. Any unused vacation days shall, upon termination of this contract, be reimbursed at a per diem rate. In the event of death of the Superintendent, unused vacation pay, will be paid to his estate.

E. The Superintendent shall be entitled to three (3) days of paid leave per year for personal or legal reasons.

F. The Superintendent shall be entitled to five (5) days of paid leave per year for the death of members of his immediate family. Immediate family is defined for purposes of this clause as the Superintendent's spouse, children, parents, siblings, grandparents or grandchildren.

G. If the Superintendent retires from the Derby Public School System after five (5) or more years of service, the Superintendent and his spouse shall be permitted to continue to participate in the health insurance program(s) offered by the Board during the period of his retirement for as long as he wishes at his own expense, provided, that the Superintendent and/or his spouse is not eligible for health insurance benefits through a subsequent employer.

H. The Superintendent shall receive a five hundred dollar ($500) per month car

allowance from July 1, 2020 through June 30, 2021.

I. The Board shall contribute three thousand dollars ($3,000.00) per year to a Superintendent's Professional Development Fund, to be used by the Superintendent for his own professional growth and/or professional development. Specific activities supported by the fund shall require prior approval of the Board and shall be subject to documentation of attendance and/or completion of the program.

7. MEDICAL EXAMINATIONS

The Superintendent shall have a comprehensive medical examination every two years commencing December, 2012. A statement from the examining physician certifying to the physical competency of the Superintendent to perform his duties shall be filed with the clerk or secretary of the Board and be treated as confidential information by the Board. The cost of said medical examination and reports shall be borne by the Board.

8. EVALUATION

The Board shall evaluate the Superintendent, in executive session, in accordance with guidelines and criteria mutually determined prior to the expiration of each year during the term of this contract. In the event that the Board determines under the evaluation format, that the performance of the Superintendent is deficient in any respect, it shall describe such deficient performance in writing, in reasonable detail, indicating specific instances 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 such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent upon its completion and the Superintendent shall have the right to make a written reaction or response to the evaluation that shall become a permanent attachment to the Superintendent's personnel file.

Whenever the Board has evaluated performance, in whole or in part, to be deficient, and has made recommendations as to areas of improvement, the Chairperson of the Board shall appoint a committee of not less than two (2) members of the Board to meet, in executive session if appropriate, with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee shall report its activities and the results thereof to the full Board within thirty (30) days. Thereafter, the Board may continue the committee and require additional reports where necessary.

9. TERMINATION

A. The parties may, by mutual consent, terminate this agreement at any time.

B. The Superintendent shall be entitled to terminate this contract 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 in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

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

i. Inefficiency, incompetence or ineffectiveness;

ii. Insubordination against reasonable rule of the Board;

iii. Moral misconduct;

iv. Disability as shown by competent medical evidence;

v. Loss of appropriate certification to act as Superintendent of Schools;

vi. Other due and sufficient cause.

D. Notice of Hearing

i. In the event the Board seeks termination of this agreement under this section, it shall serve on the Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons.

ii. The Superintendent shall be entitled to a hearing before the Board.

iii. To be entitled to a hearing, the Superintendent shall file with the Board within fifteen (15) days after the receipt of a notice that contract termination is under consideration, a written request for a hearing before the Board.

iv. Upon receipt of such notice, the Board shall schedule a hearing to be held within twenty (20) days after receipt of such request.

v. The Board shall give the Superintendent five (5) days' notice, in writing, specifying the time and place of such hearing.

vi. The Board shall render its decision within fifteen (15) days of the hearing. The decision will be based on the evidence presented at the hearing, setting forth the reasons and evidence relied on in seeking to terminate the Superintendent's contract.

vii. The Board shall send a copy of its decision setting forth the reasons and evidence relied on in reaching its decision.

viii. Such hearing may be in executive or public session at the option of the Superintendent. The Superintendent shall have the right to representation by counsel; he shall bear the cost therein involved.

ix. Any time limits established herein may be waived, in writing, by mutual agreement of the parties.

x. If the Superintendent leaves employment on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided by this agreement.

10. GENERAL PROVISIONS

A. The Superintendent agrees to furnish throughout the life of this contract, a valid and appropriate certificate to act as Superintendent of Schools in the State of Connecticut.

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

C. 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.

D. This contract is subject to the statutes of the State of Connecticut and the rules and regulations of the Derby Board of Education as such statutes, rules and regulations relate to the duties of the Superintendent.

E. This contract is hereby executed pursuant to a favorable vote by the Board of Education of the City of Derby at a meeting of the Board.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract and a duplicate thereof this 6th day of October, 2020.

SIGNED:

Dr. Matthew Conway, Jr., Superintendent

SIGNED:

Jim Gildea, Chairman