

**EMPLOYMENT CONTRACT FOR
COLUMBIA SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of the Town of Columbia (hereinafter called the "Board") and Laurence W. Fearon (hereinafter called the "Superintendent") that the said Board in accordance with its action on July 1, 2017 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Laurence W. Fearon as Superintendent of Schools and that Laurence W. Fearon hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling him 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 hold valid certification to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He advises the Board on policies and plans 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.
- B. The Superintendent or his 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 by Board invitation only when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and he or his designee shall be present at all such meetings.

3. TERM:

The term of said employment is from July 1, 2017 to June 30, 2020. The Superintendent and the Board of Education agree 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 June 30, 2019, the Board of Education shall vote regarding whether the Board wishes to extend the term of the Agreement beyond June 30, 2020.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of section 8 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. BASE SALARY:

- A. The annualized base salary amounts set forth in this Agreement shall be pro-rated for any partial year of service as Superintendent.

The annual base salary of the Superintendent from July 1, 2017 through June 30, 2020 shall be one hundred forty-six thousand six hundred fifty-nine dollars and fifty-one cents (\$146,659.51) in periodic payments in accordance with the established pay dates for the school district.

- B. Prior to July 1, 2018 and July 1, 2019, respectively, the Board and the Superintendent shall enter into negotiations with respect to the Superintendent's base salary for the following contract year. In the event that the Board and the Superintendent are unable to reach agreement on terms with regard to the Superintendent's base salary for a particular year, the base salary in effect for the preceding year shall remain in effect.

5. FRINGE BENEFITS:

The Board shall provide the Superintendent with the following fringe benefits:

- A. Pro-ration of Benefits: The number of sick days, vacation days and other leave days shall be pro-rated for any partial years of service as Superintendent.
- B. The Board of Education shall provide the Superintendent with twenty-one (21) sick days annually cumulative to two hundred-twenty (220) days. Unused sick days shall not be compensated when employment terminates.
- C. Health and Dental Insurance Benefits: The Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in the same health and dental insurance plans provided by the Board to the Columbia Association of School Administrators under the same plan terms and conditions, including the deductible funding and premium payments as the 2015-2018 Columbia

- Association of School Administrators contract. Any portion of premiums for such insurance for which the Superintendent is responsible shall be paid by the Superintendent through payroll deduction. To be eligible to receive these benefits, the Superintendent must submit a written wage deduction authorization permitting the Board to deduct from his salary the appropriate share of the cost of benefits set forth above. The parties agree to re-open negotiations for the 2017-2018 contract year on this provision of the contract, Section 5(C).
- D. The Board of Education shall provide the Superintendent with three (3) personal leave days.
- E. The Board of Education shall provide the Superintendent with twenty (20) vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to 7 days, provided that the Superintendent may not accumulate more than 7 days in addition to the annual vacation entitlement. In the event that the Superintendent resigns or retires from employment with the Board during or at the end of term of this Agreement, he shall be entitled to be paid for up to seven (7) unused vacation days credited during the fiscal year in which he retires or resigns. Any vacation days to be paid to the Superintendent in accordance with this section shall be paid at the Superintendent's per diem rate.
- F. The Superintendent shall have the holidays on which the Board offices are closed.
- G. The Board shall provide the Superintendent with life insurance at a rate of two times his annual salary during the term of this Agreement.
- H. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties.

6. **OUTSIDE ACTIVITIES:**

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Columbia Public Schools. Out-of-pocket expenses, as provided for in the district budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators and the University Region Superintendents' Association. In addition, the District shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board.

- C. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his responsibilities as Superintendent, and provided such employment neither gives the appearance of nor constitutes a conflict of interest. When such activities provide remuneration to the Superintendent, he shall provide the Chairperson written notice of such activities. For the purposes of this contract, a conflict of interest is defined as any action or pattern of actions, whereby the Superintendent in his capacity as a public official, uses his office for private financial or material gain.

7. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent twice per year during the term of this agreement; such evaluations shall be based primarily upon a set of goals mutually agreed upon by the Board and the Superintendent and in accordance with the position description.

In or about January of each year, the Superintendent shall submit to the Board a self-assessment report on his progress towards his goals for the year in question. The Board shall meet to discuss the report with the Superintendent, after a review of such report.

On or around July 1 of each year, the Board shall evaluate the Superintendent. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

- B. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, 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 and endeavor to assist the Superintendent in improving his performance as to such matters; said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

8. TERMINATION:

- A. The parties may, by mutual consent, terminate the contract at any time.

- B. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety days, except that the ninety 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 the contract of employment during its term for one or more of the following reasons:
- (1) Inefficiency or incompetence;
 - (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(s).
- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.
- E. 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 his 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. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to his own counsel, at his own expense. Any time limits established herein may be waived by mutual agreement of the parties.
- F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.

9. **GENERAL PROVISIONS:**

- A. 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.

B. 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. Upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract the 7th day of June, 2016.

COLUMBIA BOARD OF EDUCATION

By 
Christopher S. Lent
It's Chairperson
Duly Authorized by the Board

7-10-17
Date

LAURENCE W. FEARON


Laurence Fearon
Superintendent of Schools

7-10-17
Date