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Colebrook Board of Education
Colebrook School District
Colebrook, Connecticut 06021

Contract of Employment
Superintendent of Schools

This agreement is entered into between the Colebrook Board of Education (hereinafter referred to as the "Board"), acting through its Chair, Jeanne Jones, and Danuta Thibodeau, Ph. D, (hereinafter referred to as the "Superintendent"). The Board and the Superintendent, for the consideration herein specified, agree as follows:

1. Duties

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

The Superintendent or her designee, as approved by the Board, shall attend all meetings of the Board and shall participate in all Board deliberations except when matters relating to her own employment are under consideration. The Superintendent shall receive notice of Board Committee meetings and she or her designee may attend such meetings.

2. Outside Professional Activities

By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations that do not interfere with her obligations under this agreement.

3. Term and Work Year

The term of employment under this agreement is July 1, 2017 to June 30, 2018. The Superintendent shall work an average of 8.67 days per month. The Superintendent will schedule these days in consultation with the Board based on district needs and the Superintendent shall provide the Board with her schedule of work days each month for the succeeding month.

4. Compensation

The Board shall pay the Superintendent for the period indicated as follows – for one hundred four (104) days per year for the term of this agreement:

* July 1, 2017 - June 30, 2018 \$62,250

5. Travel Reimbursement

For use of her automobile on school business, the Superintendent shall be reimbursed at the IRS mileage rate for all business-related travel outside the district.

6. **Benefits**

During the term of her employment, the Board shall provide the Superintendent term life insurance in the amount of Fifty Thousand (\$ 50,000) Dollars.

During the term of her employment, the Board will reimburse the Superintendent for Social Security Medicare and Teacher Retirement Board supplemental health insurance expenses. Reimbursement will be made on the basis of vouchers submitted by the Superintendent. The total amount of the reimbursement will be in addition to the Superintendent's salary and shall be considered as part of the total compensation for the position.

7. **Evaluation Format**

The Board shall evaluate and assess the performance of the Superintendent at least annually during the term of this agreement and assessment shall be reasonably related to the goals and objectives of the school district for the year in question. The Superintendent shall submit to the Board a recommended format for the written evaluation and assessment of her performance (hereinafter "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, education program, business matters, professional leadership and personal qualities. The evaluation format shall provide for a narrative.

8. **Evaluation**

The Board shall evaluate the Superintendent in executive session pursuant to the evaluation format no later than May 31. In the event that the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it may describe in writing in reasonable detail, where the Board deems the performance to be deficient and in 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 within thirty (30) days of its completion and the Superintendent shall have the right to make a written reaction or response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet in executive session with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated the Superintendent's performance to be deficient in whole or in part, or has made recommendation as to areas of improvement, the Chairman of the Board may appoint a committee of not less 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. Such committee shall report in writing to the Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) days after its meeting with the Superintendent. Thereafter the Board may continue the committee and require additional reports where necessary.

9. **Termination**

- A. This Agreement may be terminated by either party upon ninety (90) days notice to the other party.
- B. The Board may terminate this agreement during its term for one or more of the following reasons:
 - 1. Inefficiency or incompetence;
 - 2. Insubordination against reasonable rules of the Board;
 - 3. Moral misconduct;
 - 4. Disability as shown by competent medical evidence;
 - 5. Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of his Agreement 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 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 twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing, and if the decision is to terminate this agreement, the Board shall inform the Superintendent in writing of the reasons for its decision and the evidence relied on. The Board's decision shall be based on 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 legal counsel at her own expense.

- C. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, or other cause beyond her control, and said disability, as determined by a physician for the Board, exists for a period of more than fifty two (52) working days during any fiscal year, the Board may place the Superintendent on disability leave, and if such disability continues for more than six (6) months or if said disability is permanent, irreparable, or of such nature as to make the performance of her duties impossible, the Board may terminate this agreement.

Any time limits established herein may be waived by agreement of both parties.

10. General Provisions

This agreement contains the entire agreement between the parties. It may not be amended orally but may be amended by written agreement of both parties. If any part of this Agreement is invalid, such invalidity shall not affect the remainder of the Agreement which shall be binding and effective against all parties.

In witness whereof, the undersigned have executed this agreement on the day and year set forth below.

Date 07-11-2017

By Barney Adams

Barney Adams
Acting Board of Education Chair

Date 7-11-17

By Danuta Thibodeau

Danuta Thibodeau, Ph. D.
Superintendent

