

## EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the City of New Britain (hereinafter called the "Board") and Michael Foran (hereinafter called the "Assistant Superintendent") that the said Board, in accordance with its action on **July 31, 2018**, has and does hereby employ the said Michael Foran as Assistant Superintendent and that Michael Foran hereby accepts employment as Assistant Superintendent upon the terms and conditions hereinafter set forth.

### 1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Assistant Superintendent shall hold and present to the Board a valid 092 certificate (Administration and Supervision) issued by the State of Connecticut enabling him to serve as Assistant Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any certification terminate and the Assistant Superintendent not otherwise hold valid certification to serve as Assistant Superintendent, this Agreement shall terminate immediately by its terms.

### 2. DUTIES:

The Assistant Superintendent will focus on leading efforts to design and implement instructional strategies that help close the district's achievement gap.

### 3. TERM:

The term of said employment is from **July 31, 2018** to **June 30, 2021**. The Assistant Superintendent and the Board agree they shall adhere to the following procedures to extend the Assistant Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

- A. Prior to the end of the third year of this agreement, the Board shall vote for a new agreement. At least three months prior to June 30, 2021, the Assistant Superintendent shall notify the Board that his contract is about to expire and shall provide the Board this contract clause.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 6 shall take precedence and the Assistant Superintendent's employment may be terminated under the provisions of said section.

### 4. BASE SALARY:

- A. The annual base salary of the Assistant Superintendent for the contract year **2018-2019** will be the sum of (a) **\$148,554** in periodic payments in accordance with the established pay dates for the school district, plus (b) an additional amount of **\$2,971** to be paid to the

Assistant Superintendent in substantially equal installments during the contract year as to which the amount the Assistant Superintendent will arrange to have an elective deferral deducted from his 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, 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 generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.

- B. The annual base salary for the contract year **2019-2020** will be **\$151,525 plus \$3,031** as an elective deferral. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract or an extension of the termination date of the existing contract.
- C. The annual base salary for the contract year **2020-2021** will be **\$154,556 plus \$3,091** as an elective deferral. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract or an extension of the termination date of the existing contract.

#### **5. FRINGE BENEFITS:**

- A. The Board of Education shall provide the Assistant Superintendent with eighteen (18) sick days per fiscal year for personal illness of the Assistant Superintendent. The Board agrees that the Assistant Superintendent begins this contract with 220 sick days accumulated from his prior service. Such sick days shall be credited to the Assistant Superintendent at the beginning of each contract year. Sick days shall be cumulative to a maximum of two hundred twenty (220) days. Unused sick days shall be paid upon retirement under the State Teachers Retirement Board or death for unused accumulated sick leave at the rate of 2% per year of total service with the Board for the first twenty (20) years of service and 1 and 1/2% per year of service beyond twenty years; maximum payment shall be 65% of accumulated sick leave. Payment shall be included in the member's final paycheck or any other reasonable option mutually agreeable to the Board and the Assistant Superintendent at a rate of compensation equal to the highest per diem salary rate of the Assistant Superintendent during any year of service to the system.
- B. 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. The Board agrees that the Assistant Superintendent begins this contract with 78.5 accumulated vacation days from his current service. With prior written notification to the Board,

the Assistant Superintendent may carry over up to 10 days, provided that the Assistant Superintendent may not accumulate more than 27 days in addition to the annual vacation entitlement. Vacation for a partial year of service shall be prorated. Subject to limitations above, upon termination of this Agreement the Assistant Superintendent will be paid for unused vacation days capped at no more than 68.5 days at the daily rate of \$408.97 of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Assistant Superintendent's estate. Any non-work days currently accumulated by the Assistant Superintendent will be converted to vacation days.

- C. The Assistant Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board shall provide the Assistant Superintendent annually with 4 personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Board shall provide the Assistant Superintendent with the same health insurance coverage and options as are provided to the school district administrators' bargaining unit. The Assistant Superintendent shall contribute toward the cost of insurance the same as is required of the administrators' bargaining unit members.
- F. The Board shall provide the Assistant Superintendent with term life equal to 3 times base salary during the term of this agreement.
- G. The Assistant Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties.
- H. For use of his own automobile outside on school business, the Assistant Superintendent shall be reimbursed at the IRS reimbursement rate on vouchers submitted by him.
- I. The Assistant Superintendent shall be provided and/or reimbursed for a cell phone, laptop computer and any other required items for the management of the Assistant Superintendent's office.
- J. The Assistant Superintendent will inform the Superintendent in the event he needs to use sick leave, and provide an estimate of the duration of such leave, to the extent that he is able.
- K. Vacation leave, personal leave, or absence from the district for professional commitments of one full day or more shall be coordinated in advance with the Superintendent.

## 6. TERMINATION:

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Assistant Superintendent shall be entitled to terminate the contract voluntarily upon written notice of sixty days, except that the sixty day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Assistant 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; and
  - (6) Any other reason as set forth in C.G.S. §10-151(d), as it may be amended, other than elimination of position or loss of position to another.
- D. Prior to initiating any termination proceedings set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Assistant 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 Assistant 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 Assistant 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 Assistant Superintendent. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in public, at the option of either the Board or the Assistant Superintendent. The Assistant 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 Assistant Superintendent from duty immediately when serious misconduct is alleged without

prejudice to the rights of the Assistant Superintendent as otherwise provided in this Agreement.

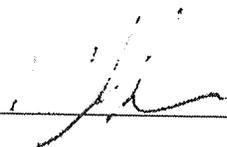
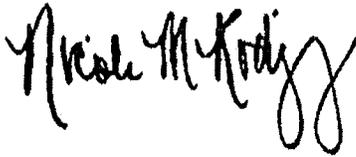
- G. If the Assistant Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided in this Agreement.

**7. 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.

Nicole Rodriguez  
President, New Britain Board of Education

Michael Foran  
Assistant Superintendent



08-01-18

8-1-18

Date

Date

  
TOWN CLERK

RECEIVED  
TOWN CLERKS OFFICE  
NEW BRITAIN, CT

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