

**EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF
NEW LONDON PUBLIC SCHOOLS**

It is hereby agreed by and between the Board of Education of the City of New London, Connecticut (hereinafter called the "Board") and Dr. Manuel J. Rivera (hereinafter called the "Superintendent") that the said Board in accordance with its action on _____, 2014 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Dr. Manuel J. Rivera as Superintendent of Schools and that Dr. Rivera hereby accepts employment as Superintendent of Schools of New London 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 Department of Education ("SDE"), 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. In harmony with the policies of the Board of Education and state law, 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.

3. TERM:

The term of said employment is from July 1, 2015 to June 30, 2018. 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 the end of the first year of a three year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second year of a three year agreement (or prior to the last year of this Agreement), the Board of Education shall vote for a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that his contract is about to expire and shall provide the Board this contract clause.
- C. 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 annual base salary of the Superintendent shall be the sum of the following:
 - (a) a cash component of one hundred ninety thousand dollars (\$190,000.00) paid in periodic payments in accordance with the established pay dates for the school district, and
 - (b) an additional amount of twenty-five thousand dollars (\$25,000) over and above the cash component set forth in Section (a) above, to be paid to the Superintendent in substantially equal installments during the contract year, as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Internal Revenue Code 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses and/or into a 403(b)(7) custodial account of the Superintendent's choice under the 403(b) plan available to Board employees in accordance with Section 403(b) of the Code, or another vehicle for deferred compensation chosen by the Superintendent in accordance with IRS rules.

- B. The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. 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 with the Superintendent or an extension of the termination date of the existing contract.

5. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with 18 sick days annually cumulative to 170 days. The Board agrees that the Superintendent begins this contract with eighteen (18) sick days accumulated. The Board reserves the right to request documentation of the need for any period of sick leave in excess of five (5) working days. Unused sick days shall not be compensated when employment terminates.
- B. The Board of Education shall provide the Superintendent with twenty-five (25) 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 ten (10) days, provided that the Superintendent may not accumulate more than twenty (20) 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 employment the Superintendent will be paid for unused vacation days at the daily rate of 1/1233rd of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.
- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent annually with up to five (5) personal absence days in each contract year, to be used at his discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Superintendent agrees to waive health insurance coverage. The cost of such coverage when waived shall offset the Board's expense of 4 A. (b.)

- F. The Board shall provide the Superintendent with \$100,000 of group term life insurance during the term of this Agreement.
- G. The Board shall pay the premium of a long term disability insurance policy for Superintendent to compensate the Superintendent for sixty (60%) of the Superintendent's base salary under this Agreement after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained.
- H. The Superintendent of Schools shall be reimbursed for out of pocket expenses reasonably incurred in the performance of his professional duties.
- I. The Board agrees to provide the Superintendent with a monthly stipend for use of his personal automobile of two hundred fifty dollars (\$250) for in-district and in-state travel in the performance of his duties under this Agreement.
- J. The Board agrees to provide the Superintendent with the same funeral leave and family illness leave afforded to other District administrators.

6. OUTSIDE ACTIVITIES AND EXPENSES:

- 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 New London Public Schools, and that the Superintendent may incur expenses for such participation. 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 and the American Association of School Administrators. 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 Executive Committee 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 do not conflict with policy decisions of the Board. When such activities provide remuneration to the Superintendent, he shall provide written notice of such activities to the Executive Committee of the Board.

7. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement in accordance with guidelines and criteria as may be mutually agreed by the Board and the Superintendent.

Within ninety (90) days following execution of this Agreement, the Board and the Superintendent shall agree on the criteria for such evaluation and assessment, which shall be reasonably related to the performance requirements of the Strategic Operating Plan, but may also include: Board-Superintendent relations, community relations, personnel relations, business matters and professional leadership. The Superintendent shall submit to the Board a set of recommended criteria and a format for the written evaluation and assessment of his performance within ninety (90) days following execution of this Agreement and the parties shall meet to review and attempt in good faith to agree on the criteria and evaluation format. If the Board and Superintendent are unable to reach agreement on an evaluation format, any dispute shall be submitted to the Special Master appointed by the State Board of Education.

To the extent required by any changes in the performance requirements of the Strategic Operating Plan in the second or third years of this Agreement, the evaluation criteria shall be revised accordingly.

- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. 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.
- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it shall describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Executive Committee of the Board may 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, 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 (90) 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.
- 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, in writing, by mutual agreement of the parties.
- F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent **with pay** from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.
- G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave

and vacation benefits provided in this Agreement.

9. RESIDENCY:

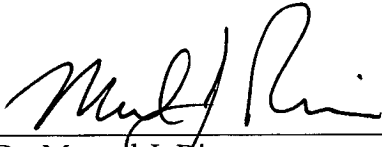
The Superintendent shall establish residency in New London, Connecticut not later than ninety (90) days from the effective date of this Agreement (and shall maintain such residency for the duration of this Agreement.

Should the Superintendent fail to comply with this requirement, this Agreement shall terminate immediately, notwithstanding any other terms.

10. 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.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

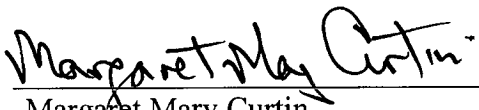
DR. MANUEL J. RIVERA



Dr. Manuel J. Rivera

Date: December 1, 2014

NEW LONDON BOARD OF EDUCATION



Margaret Mary Curtin
Chairperson
Duly Authorized by Vote of the Board

Date: 12/4/14