

PROFESSIONAL AGREEMENT

THIS PROFESSIONAL AGREEMENT (“Agreement”) IS MADE AND ENTERED INTO this 23rd day of February 2016, by and between the Montville Board of Education (hereinafter referred to as the "Board") and Paula LaChance (hereinafter referred to as the "Employee").

ARTICLE I
EMPLOYMENT

The Board hereby employs Paula LaChance and Paula LaChance, hereby accepts employment as Director of Special Services of the Town of Montville, Connecticut, upon the terms and conditions hereinafter set forth.

ARTICLE II
PERSONAL DAYS

A. The Employee shall be allowed eight (8) days personal leave, non-cumulative, with no pay deductions for any one of the following reasons:

1. Death or illness in the immediate family
2. Religious requirements
3. Legal requirements
4. Birth of a child (3-day maximum)
5. College graduation of Employee or the spouse or children of Employee
6. Other – Requires approval of Superintendent.

B. Immediate family consists of wife, husband, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, spouse's son and daughter, son-in-law, daughter-in-law, aunts and uncles, nieces and nephews, brothers-in-law, sisters-in-law, and grandparents-in-law.

C. Upon request the Superintendent is authorized to grant additional days leave for any reasons he believes meritorious in addition to those listed in Paragraphs A and B above.

ARTICLE III
SICK LEAVE

The Employee shall be entitled to twenty (20) days of sick leave in each school year, prorated to five (5) days for the period, July 1, 2017 to June 30, 2018. Unused sick leave shall be accumulated to a maximum of 200 days.

ARTICLE IV
SABBATICAL LEAVE

- A. The Board is willing to consider a sabbatical leave in order to improve the educational program of the system and stimulate professional growth. To be eligible for consideration, the Employee must have been employed in the Montville School System for seven (7) consecutive years, prior to the sabbatical year. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than September 30 of the year preceding the school year in which the sabbatical is requested, provided, however, that the deadline of September 30 may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.
- B. The criteria to be used by the Board in passing upon requests for sabbatical leave shall include value of the leave to the school system and the length and quality of the service by the applicant to the Montville School System.
- C. The Employee who is granted sabbatical leave shall receive three-quarters of the salary he was scheduled to receive during the sabbatical year, together with all applicable benefits which full-time faculty members receive. All other grants or fellowships received during the sabbatical year must be reported to the Superintendent. In the event such other grants and/or fellowships exceed twenty-five percent of the Employee's regularly scheduled full salary for the sabbatical year, the salary to be received from the Board will be reduced so that the combined income from salary, grants, and fellowships will not exceed the regularly scheduled full salary.
- D. An Employee who is granted sabbatical leave shall, as a condition of such grant, be obligated to remain in the Montville School System for the two (2) years immediately subsequent to the sabbatical year. Except in cases of death or disability retirement, an Employee who fails to fulfill this two-year requirement shall be liable to reimburse the Board the full amount of the monies and benefits received from the Board during the sabbatical leave, together with all costs incurred in collecting such reimbursement. All recipients of sabbatical leave shall be required to execute any documents designed to insure the enforcement of this two-year requirement.
- E. An Employee on sabbatical leave shall be required to submit to the Superintendent, for transmission to the Board, an interim and final report which shall include the following:
 - 1. Courses taken
 - 2. Credits earned
 - 3. Projects completed
 - 4. Travel itinerary
 - 5. Benefits derived from the leave

6. Other information that may be pertinent in aiding the Board in its continuing evaluation of the sabbatical leave program.

ARTICLE V
CONFERENCE LEAVE

A. When it is evident that the convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system, to the Employee without loss of pay. All requests are to be submitted one week in advance to the Superintendent in duplicate on a Conference Request Form.

B. The Board agrees to reimburse the Employee attending a convention or conference or observing activities in another school system as follows:

Reimbursement is granted only upon completion of a Conference Request Form which may then be approved by the Superintendent. Reimbursement will be granted for approved expenses only and shall be paid within thirty (30) days after the leave ends.

C. Such leave will be considered professional leave and will not be charged to the Employee's personal days.

ARTICLE VI
JURY DUTY

The Employee who is called to jury duty shall promptly notify the Superintendent while school is in session. If the Employee cannot be excused, leave shall be granted. This leave shall not be deducted from sick leave or from personal days. The Employee shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

ARTICLE VII
GENERAL LEAVE

Extended leaves, with or without salary, may be granted by the Superintendent for reasons s/he considers meritorious.

ARTICLE VIII
PROTECTION OF EMPLOYEE

- A. The Employee shall report immediately in writing to the Superintendent's office all cases of assault suffered by him in connection with his employment.
- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the Employee for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. The Board shall protect and save harmless an Employee from financial loss and expense arising out of any claim by reason of alleged negligence or other act resulting in accidental bodily injury provided such Employee was acting in the discharge of his duties within the scope of his employment.

ARTICLE IX
PERSONAL INJURY BENEFITS

- A. Whenever an Employee is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his employment, he shall be paid his full salary for a reasonable period of time less the amount of any workmen's compensation award made for temporary disability due to said injury, and no part of such absence shall be charged to his annual or accumulated sick leave.
- B. The Board shall have the right to have the Employee examined by a physician designated by the Board for the purpose of establishing the length of time the Employee is temporarily disabled from performing his duties as a result of the injury. In the event the Employee is dissatisfied with the conclusions of such physician, such Employee shall have the right to be examined by a physician of his own choice. If the two physicians conducting the examinations disagree as to the length of time that the Employee is disabled from performing his duties as a result of the injury, a third doctor agreeable to the Board and the Employee shall examine the Employee and shall make a final and binding determination as to the length of the disability. The cost of the services of such third physician shall be divided equally between the Board and the Employee.
- C. In the event of any payment under this policy, the Board shall be subrogated to all the Employee's rights of recovery therefore against any person, or organization and the Employee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Employee shall do nothing after the injury to prejudice such rights.

ARTICLE X
EMPLOYEE SALARY

For the period July 1, 2017 through June 30, 2018, the annual base salary consists of two parts:

- A salary of \$142,140, plus
- An elective tax sheltered annuity of 3.25% pro-rated to \$4,620

For the second and third years of the foregoing term, such amount as the Employee and the Board mutually agree upon (but, in any event, not less than the salary paid to the Employee for the first year of the foregoing term).

ARTICLE XI
SAVINGS

The Board agrees to permit voluntary payroll deductions for the Employee if he enrolls in the CORE PLUS Federal Credit Union. Employee authorizations shall be in writing and presented to the Superintendent at any time.

ARTICLE XII
ANNUITY PLAN

- A. The Employee shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370.
- B. The Employee, using an authorized Tax Sheltered Annuity Agent, shall have the Board of Education annually pay 3.25% of the Director Special Services' salary to said plan.

ARTICLE XIII
INSURANCE BENEFITS

The Board shall provide the following insurance benefits or their equivalents (as per following) for the Employee with the Board paying eighty and a half percent (80 %) of the premium cost during the contract and the Employee paying the remaining nineteen and a half percent (20%).

A. Benefit Coverage

- 1. The Employee will be provided with individual, individual plus one, or family health insurance coverage under a PPO Option Plan offered by Anthem BC/BS. Blue Cross Full Service Dental Plan for the individual and family with the additional Basic Benefits Rider C periodontics and the additional Basic Benefits Rider A.
- 2. Group Life Insurance coverage of two hundred thousand dollars (\$200,000.00) of benefit coverage.

3. Group Personal Disability Insurance, with 180-day elimination period, for the Employee.
4. If the Director of Special Services retires under the provisions of Section 10-166 of the Connecticut General Statutes or any amendments or substitution, he shall be entitled to participate in full medical insurance benefits provided by the Board of Education that covers the regular administrative staff, provided it does not conflict with insurance carrier or state statutes. The Director of Special Services shall share a fifty percent (50%) cost with the Board of Education, with the Board of Education paying fifty percent (50%) of the cost. Employee when eligible for Medicare coverage shall transfer to Medicare supplemental coverage at age 65.

B. Insurance Waiver

1. Notwithstanding the above, effective with the execution of this agreement, the Employee may voluntarily elect to waive in writing all health insurance coverages outlined above and, in lieu thereof, shall receive an annual payment of three thousand dollars (\$3,000) for family or member plus one election or fifteen hundred (\$1,500) for individual coverage. Payment to the Employee waiving such coverage shall be made at the conclusion of the fiscal year during which insurance was waived and is subject to applicable tax laws.
2. Where a change in the Employee's status prompts the Employee to resume Board-provided insurance coverage, the waiver may, on written notice to the Board, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

Depending upon the effective date of such reinstated coverage appropriate financial adjustments shall be made between the Employee and the Board to ensure that the Employee has been compensated, but not overcompensated, for any waiver elected in this section.

3. Notice of intention to waive insurance coverage must be sent to the Superintendent no later than April 1, to be effective in the following contract year.
4. Waiver of premium procedures must be acceptable to the applicable insurance carrier.

ARTICLE XIV
ADMINISTRATIVE WORK SCHEDULE

12 months' contract with vacation as follows:

A. Vacation

The Employee shall be entitled to twenty-seven (27) vacation days annually, to be scheduled by mutual agreement with the Superintendent. Vacation is non-accumulative for purposes of pay out. Vacation may be accumulated and taken as vacation time in subsequent years.

B. Legal Holidays

All legal holidays, including July 4th and Labor Day, for which the schools are closed, and the Friday after Thanksgiving, shall be considered non-work days for the Employee.

ARTICLE XV
TRAVEL ALLOWANCE

The Board agrees to reimburse the Employee for his travel expenses incurred in the performance of his duties under this contract, and agrees that for the use of his own automobile, within Connecticut, he shall receive as such reimbursement four thousand six hundred dollars (\$4,600). For use of his own automobile outside of Connecticut on school business, he shall be reimbursed at the Board of Education's allowable rate, on vouchers to be submitted by him.

Employee shall be reimbursed for out-of-pocket expenses incurred in the performance of his professional duties.

ARTICLE XVI
COURSE REIMBURSEMENT

The Board agrees to reimburse the Director of Special Services for course work at state universities in appropriate subject areas.

An appropriate subject area is defined as one that falls within the scope of the Employee's supervisory responsibilities.

The Employee must receive prior approval from the Superintendent of Schools before enrolling in a course if he is to receive reimbursement for said course. In every instance, the Superintendent of Schools shall make the determination as to whether or not the course in question is deemed appropriate.

ARTICLE XVII
TERMINATION

A. The Director of Special Services shall be entitled to terminate the contract upon written

notice of ninety (90) days.

B. 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.

ARTICLE XVIII

TERM

This agreement shall become effective June 1, 2017, and shall remain in full force and effect until June 30, 2020.

IN WITNESS WHEREOF, the Parties hereunto caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

Brian C. Levesque
Superintendent of Schools

Paula LaChance
Director of Special Services

Date

Date