

**REGIONAL SCHOOL DISTRICT NO. 17
BOARD OF EDUCATION
EMPLOYMENT CONTRACT FOR
John Mercier**

This agreement, made by and between the Regional School District 17 Board of Education and John Mercier (hereinafter referred to as “Director of Operations”) specifies the terms of employment. This agreement will continue in full force and effect until June 30th, 2021, or until a successor is executed by the School District and the Director of Operations, whichever comes first. In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Board hereby employs John Mercier as the Director of Operations and he hereby accepts employment on the following terms and conditions:
2. **DUTIES:** Employee shall be the Director of Operations of the RSD 17 Public Schools. The duties of the Director of Operations are set forth in the job description. The Director of Operations shall diligently perform all of the duties stated in said job description, and such other duties as may reasonably be assigned to him/her by the Superintendent of Schools.
3. **TERM:** The Director of Operations shall be employed under the provisions of this agreement for the time period July 1, 2020 through June 30, 2021. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 6 shall take precedence and the Employee’s employment may be terminated under the provisions of said section.
4. **COMPENSATION:** The Director of Operations shall be paid an annual salary of \$147,900.00. The salary is payable in equal installments once every two weeks or as denoted in the payroll schedule for the District. Any salary payments shall be subject to withholding for all payments required by State and Federal Law, including Connecticut subject to withholding for all payments required by State and Federal Law, and all voluntary deductions authorized by the Employee in writing.
5. **WORK YEAR:** The Director of Operations shall work a 12-month year defined as 260 days.
6. **TERMINATION:** The parties may, by mutual consent, terminate the contract at any time. The Director of Operations shall be entitled to terminate the contract upon written notice of ninety (90) days, except that the ninety (90) days notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Director of Operations, is acceptable.

The Board may terminate this 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.

In the event the Board seeks to terminate the contract for one of the above reasons, it shall provide the Director of Operations written notice that termination of her contract is under consideration. Upon the Director of Operations’ written request, the Board shall provide the Director of Operations with a written statement of reasons within seven days of receipt of such notice.

Within fifteen (15) days of receipt from the Board of Education of written notice that contract termination is under consideration, the Director of Operations may file with the Board a written request for a hearing before the Board, which shall be held within twenty (20) days of 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 reasons and evidence relied on to the Director of Operations. 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 Director of Operations. The Director of Operations shall have the right to her own counsel, at her own expense.

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

7. CERTIFICATION/LICENSURE: The Director of Operations shall maintain any licensure or certifications required for her/his role and will provide a copy of the appropriate certification/licensure to the Superintendent to be placed in her/his personnel file.

8. FRINGE BENEFITS AND WORKING CONDITIONS

The parties hereto agree as follows:

The following is a list of the benefits provided to the Director of Operations by the Regional School District 17 Board of Education:

A. Holidays: The Director of Operations is entitled to the following holidays:

Labor Day	Thanksgiving Day	Martin Luther King's Birthday
Columbus Day	Day after Thanksgiving	Presidents' Day
Veterans' Day	Christmas Eve Day & Christmas Day	Good Friday
Memorial Day	New Year's Day	Independence Day

B. Medical Insurance: All arrangements for the Director of Operations to participate in group hospital, surgical, and health plans through payroll deduction will be made by the Director of Operations through the Business Office of Regional School District 17. The District will pay seventy-eight percent (78%) of the cost of the current or subsequently modified health plan generally offered to school employees and the Director of Operations will pay twenty-two percent (22%) of the premium of such plan and will pay co-pays commensurate with the Unaffiliated employee's health plan. Deductions will be made in equal installments from each paycheck during the year. The Board has the discretion to change insurance carriers or programs at any time provided that the replacement carrier(s) coverage is comparable but not necessarily the same as the existing coverage in benefits and function.

C. Life Insurance: The Board shall provide a term life insurance policy on the life of the employee in the amount of two and one time half times his salary. The Board agrees to pay the total cost of the premium.

- D. Disability Insurance:** The Director of Operations will also be entitled to participate in the long-term disability insurance as delineated in the agreement between the Regional School District Board of Education and the Haddam-Killingworth Administrators Association.
- E. Pension / Retirement Savings:** The Board of Education shall contribute five (5%) percent of an eligible employee's base salary into the pension plan (or a plan identified by the Director of Operations). Participation in the pension plan will begin one year after the employee has been retained as a permanent employee.

The Director of Operations shall be eligible to contribute to an annuity or a tax-sheltered plan (TSA) chosen by him/her. The amount of the contribution shall be deducted from the salary compensation. The Director of Operations shall have the right to increase or decrease the amount contributed to either an annuity or tax-sheltered plan at any time over the life of this contract, subject to the terms of the annuity or TSA provider.

- F. Protection of Employee:** If the employee suffers an injury, arising out of and in the course of his/her employment (a compensable injury), any absence caused thereby will not be charged against his/her sick leave. Said employee receiving a compensable injury shall receive compensation in the amounts and manner accordance with the statues pertaining thereto and the difference between such compensation and the employees contracted salary at the time of such injury shall be paid by the Board of Education for a period not to exceed one hundred twenty (120) days.
- G. 403B:** The Board of Education shall match an employee contribution if \$1000.00 to a 403B account of employees choosing. The 403B account must be selected from the list of District approved 403B providers.

- H. Absence/Leaves:** The Director of Operations shall be entitled to the following absences/leaves:

- a. Vacation – twenty-five (25) days annually, exclusive of legal holidays. Vacation days may not be carried over between fiscal years or accumulated without expressed, written authorization of the Superintendent of Schools. In special circumstances and with the approval of the Superintendent, the Director of Operations may carry over a maximum of five (5) vacation days from one year to the next. However, the number of days in any given year shall not exceed thirty (30). The carried over vacation days may not be used for service credit, but for purposes of taking only.
- b. A maximum of three (3) days of paid absence will be allowed for religious observances during the fiscal year.
- c. The Board agrees to remunerate the difference between the Director of Operations wages, on a per diem basis, and any compensation received for time spent on Jury Duty
- d. Two (2) personal days may be taken per fiscal year. Personal days may be taken only to take care of personal, business, or legal matters which could not ordinarily be accomplished during non-working hours, but not before or after holidays or school vacations. Prior approval to take a personal day must be obtained from the Superintendent at least twenty-four (24) hours before the day is actually taken.

- e. Five (5) calendar days leave of absence may be taken at one time in the event of death in the immediate family. Immediate family will be considered to be spouse, sons, daughters, stepchildren, adopted and foster relations, father, and mother. Five (5) calendar days of leave may be taken for the death of brothers, sisters, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchildren, and grandparents.
- f. Eighteen (18) sick days per year. Up to fifteen (15) of the eighteen (18) day annual entitlement may be used for the care of a sick immediate family member. Immediate family member shall be defined as spouse, sons, daughters, stepchildren, adopted and foster children, father and mother. The accumulation of unused sick leave days shall not exceed 220 days. In no event shall the Board be obligated to pay for sick time accrued at the time of the termination of the Director of Operations employment.

9. EVALUATION: The Superintendent of Schools or his/her designee shall evaluate and assess, in writing, the performance of the Employee at least annually during the term of his/her Agreement.

10. GENERAL PROVISIONS: 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.

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. Commencing upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHERE OF, the parties have hereunto signed this Agreement and a duplicate.

By: _____
 Superintendent of Schools (For the Board) Date

 The Director of Operations Date