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MARIA COLEMAN
Maria Coleman
DIRECTOR OF HUMAN RESOURCES & GENERAL ADMINISTRATION
TOWN CLERK **EMPLOYMENT AGREEMENT 2023-2026**

AGREEMENT MADE as of this 8th day of June, 2023, by and between THE BOARD OF EDUCATION OF THE TOWN OF WILTON, County of Fairfield and State of Connecticut (hereinafter: called "the Board"), and Maria Coleman of the Town of Westport, County of Fairfield and State of Connecticut (hereinafter called "Maria Coleman" or "Director of Human Resources & General Administration").

For and in consideration of the mutual covenants, conditions and agreements contained herein the Director of Human Resources & General Administration and the Board agree as follows:

I. APPOINTMENT:

Maria Coleman is hereby re-appointed to the position of Director of Human Resources & General Administration by the Board in accordance with its action at the meeting of the Board held on June 8, 2023, and Maria Coleman hereby accepts such employment as Director of Human Resources & General Administration upon the terms and conditions set forth in this Agreement.

II. TERM OF EMPLOYMENT:

The term of this appointment is for a period of three years, commencing July 1, 2023, and ending June 30, 2026, unless terminated as provided herein.

Prior to July 1, 2024, the Board of Education shall be required to vote upon a one-year extension of this Employment Agreement.

III. DUTIES OF EMPLOYEE:

During the term of this Agreement, the Director of Human Resources & General Administration shall perform the duties of Director of Human Resources & General Administration in accordance with any pertinent job description or any other description of duties previously adopted by the Board and the Superintendent of Schools and the same may be amended and modified during the term of this agreement. In addition, the Director of Human Resources & General Administration shall perform such other duties as may be assigned to her by the Superintendent of Schools. During the term of this Agreement, the Director of Human Resources & General Administration shall devote her entire working time and attention to her work for the Board. The Director of Human Resources & General Administration shall, faithfully industriously and to the best of her ability, experience and talents, render the services required & shall observe any and all rules, regulations and policies which the Board has established or shall hereafter establish. The Director of Human Resources & General Administration shall render such services at such place or places as the Superintendent of Schools or the Board shall designate or as shall be necessary or appropriate in connection with such employment. Except with the prior written approval of the Superintendent of Schools, during the term of this Agreement, the Director of Human Resources & General Administration shall not undertake or engage in

any other employment, occupation, or business enterprise other than one in which she is a passive investor. This limitation shall not apply to work or compensation as an author, professor, consultant, or presenter provided such work does not occur during work hours.

IV. SALARY:

The annual salary of the Director of Human Resources & General Administration shall consist of the sum of (a) cash compensation for the period from July 1, 2023 through June 30, 2024 in the amount of two hundred eleven, one hundred thirty seven thousand dollars (\$211,137), payable in 26 installments plus (b) a cash payment in the annual sum of \$3,000 payable in a lump sum in each fiscal year covered by this agreement to a tax-sheltered annuity contract selected by the Director of Human Resources & General Administration in accordance with Sections 403(b) & 457(b) of the Internal Revenue Code, as amended. The Board agrees to purchase the tax-sheltered annuity contract referred to in (b) above pursuant to a plan that satisfies Section 403 (b) of the Internal Revenue Code and any regulations promulgated there under. In addition to the amount specified in (b) above, the Director of Human Resources & General Administration may elect to reduce her cash compensation as specified in (a) above by up to \$10,000 (or any larger amount permitted under the Internal Revenue Code for tax-sheltered annuity contracts) pursuant to a legally binding salary reduction agreement, with that amount being deposited by the Board to a tax-sheltered annuity contract under the plan available to Board employees generally in accordance with Sections 403(b) & 457(b) of the Internal Revenue Code as amended.

The Superintendent shall recommend the salary for the subsequent twelve-month period from July 1, 2024 through June 30, 2025 to the Board. Any salary adjustments shall be discussed by the parties prior to commencement of the period to which the adjustment is applicable, provided, however, that if no salary adjustment is agreed upon, then the current salary shall continue to remain in place. This practice will also be followed for the twelve-month period from July 1, 2025 through June 30, 2026.

For purposes of reporting the salary of the Director of Human Resources & General Administration to the Teachers' Retirement Board, the Board shall include the full amount of the annual salary of the Human Resources & General Administration Director as specified in (a) above, without regard to any salary reduction elected pursuant to this section.

V. INSURANCE AND OTHER BENEFITS:

- A. The Director of Human Resources & General Administration shall receive: life and health insurance coverage as provided to other administrative employees of the district.
- B. In addition, the Director of Human Resources & General Administration shall be covered by an income continuation/long-term disability benefit, funded by the Board, which would compensate her for up to 67% of her current salary with a cap of \$6500 per month, provided that such income continuation/long-term disability benefit shall be subject to the terms and conditions of the Board's long-term

disability policy except the dollar amount of the income continuation benefit which shall be as stated herein.

- C. The Director of Human Resources & General Administration shall receive three (3) personal business days, holidays as outlined in the annual school district calendar, and sick leave provisions as provided to other administrators below the rank of Superintendent. However, unless otherwise specified, the Director of Human Resources & General Administration shall not be permitted to accumulate unused holidays beyond the calendar year in which said holidays fall. Any improvements in fringe benefits as may be developed through bargaining or provided on any other basis to teachers and/or administrators will automatically apply to the Director of Human Resources and General Administration.

VI. SICK LEAVE

- A. The Director of Human Resources & General Administration shall be granted twenty-one (21) days of regular sick leave per year cumulative to 200 days. Any sick leave days in excess of 21 used by the Director of Human Resources & General Administration during any contract year shall be applied against and shall reduce the accumulation of excess of 200.
- B. The Director of Human Resources & General Administration shall be granted ninety (90) days reserve sick leave upon entering employment. For each day of regular sick leave accumulated, one day of reserve shall be lost.
- C. No payment for days of reserve or accumulated regular sick leave shall be made to administrators upon their retirement or death.

VII. VACATION:

- A. The Director of Human Resources & General Administration shall receive thirty-three (33) days of vacation annually in addition to the holidays designated on the District calendar when school offices will be closed.
- B. The Director of Human Resources & General Administration may carry over into the current fiscal year unused vacation days which were earned in the fiscal year immediately preceding. Up to 16 unused vacation days from prior fiscal years shall be forfeited. Upon separation, The Director of Human Resources & General Administration will be paid for up to 16 unused vacation days at the time of resignation or retirement based upon her most recent rate of pay.

VIII. OUTSIDE PROFESSIONAL ACTIVITIES:

In addition to the duties of employment, and subject to the approval of the Superintendent of Schools, the Director of Human Resources & General Administration shall participate in appropriate professional meetings in order to continue professional development.

IX. EVALUATION:

The Director of Human Resources & General Administration shall be evaluated annually by the Superintendent of Schools. The parties recognize that the evaluation process deals with personal qualities of the Director of Human Resources & General Administration in which she has a legitimate privacy interest. Therefore, and in the interest of a candid and effective evaluation process, the parties agree that the documents related to evaluation under this contract shall be maintained as confidential documents to the extent permitted by law.

X. TRAVEL:

Effective July 1, 2021, and thereafter, travel/gasoline expense will be reimbursed at the rate of \$250 per month.

XI. TERMINATION:

A. This Agreement shall terminate and the obligations and covenants of the parties hereunder shall terminate upon the expiration of the term of this Agreement. The Director of Human Resources & General Administration acknowledges that there is no right of continued employment as Director of Human Resources & General Administration for any period of time after the date of termination.

B. The Board may terminate this Agreement for cause at any time after written notice to the Director of Human Resources & General Administration upon the occurrence of anyone of the events specified below:

1. An act by the Director of Human Resources & General Administration constituting willful misconduct, embezzlement, fraud, or other criminal acts involving moral turpitude, or a breach of her fiduciary duty to the Board.
2. A material breach by the Director of Human Resources & General Administration of one of the terms of this Agreement.
3. A continuing or repeated failure to perform the duties assigned to the Director of Human Resources & General Administration by the Board, the Superintendent of Schools, or by any person under whose direction or supervision duties are performed by the Employee.
4. Any other due and sufficient cause.

C. The Board may terminate the employment of the Director of Human Resources & General Administration at any time in accordance with the Conn. Gen. Stat. Section 10-151, and upon such action this separate Agreement shall also terminate.

D. The Director of Human Resources and General Administration may terminate this agreement during its term upon written notification at least two months prior to the effective date of resignation. Such period may be waived by mutual agreement.

XII. GENERAL PROVISION:

- A. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, but shall remain in full force and effect.

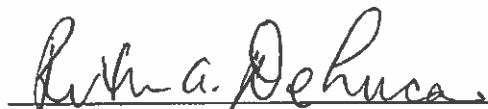
- B. This Agreement contains the entire agreement between the parties, and may not be amended except in writing duly executed by both parties.
- C. This Agreement shall be construed and the rights of the parties hereunder shall be governed by the laws of the State of Connecticut.
- D. This Agreement may be executed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 1st day of June, 2023.



Maria Coleman

DIRECTOR OF HUMAN RESOURCES AND GENERAL ADMINISTRATION



Ruth DeLuca

CHAIRMAN, WILTON BOARD OF EDUCATION