

## AGREEMENT

This Agreement is made and entered into between **THE NEWTOWN BOARD OF EDUCATION** (hereinafter "the Board") and **ANNE UBERTI**, its Assistant Superintendent of Schools (hereinafter "the Assistant Superintendent").

### 1. TERM

- A. Subject to the provisions of Section B below, this Agreement shall be effective from July 1, 2019 and shall remain in effect through and including June 30, 2022.
- B. This Agreement shall be subject to the provisions of Section 10-151 of the Connecticut General Statutes. Accordingly, the Assistant Superintendent's employment may be non-renewed and/or terminated during the term of this Agreement, in accordance with the provisions of Section 10-151 of the Connecticut General Statutes.

### 2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

- A. Certification: The Assistant Superintendent shall maintain certification with the State of Connecticut Department of Education as an Intermediate Administrator and Supervisor for the duration of this Agreement.
- B. Duties: Under the direction and supervision of the Superintendent of Schools, and in accordance with the Board policies and regulations and with all applicable laws and regulations, the Assistant Superintendent shall assist the Superintendent in administering the operations of the school district. The Assistant Superintendent shall have those duties set forth in the job description for the position of Assistant Superintendent, and such other duties as the Superintendent may from time to time assign to the Assistant Superintendent.

### 3. PROFESSIONAL GROWTH

The district encourages the continued professional growth of the Assistant Superintendent through her participation in appropriate programs and activities and shall provide a reasonable amount of release time and reimbursement for expenses for professional development activities as approved by the Superintendent, for the following:

- a) operations, programs, and other activities conducted or sponsored by local, state, and national school administrator associations;
- b) seminars and courses offered by public or private educational institutions; and

- c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional responsibilities for the district.

#### 4. WORK YEAR

The work year for the Assistant Superintendent shall be twelve months. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

#### 5. BASE ANNUAL SALARY

The Assistant Superintendent's base annual salary for the period July 1, 2019 through June 30, 2020 shall be One Hundred Eighty-five Thousand Dollars (\$185,000). The base annual salary for the Assistant Superintendent for the remaining year(s) of this Agreement shall be determined prior to the first day of such year(s).

#### 6. BENEFITS

- A. Pro-ration of Benefits: All vacation, leave time, and other benefits shall be pro-rated for any partial years of service as Assistant Superintendent.
- B. Holidays: The Assistant Superintendent shall be entitled to paid holidays for legal holidays on which the district's Central Office is closed, plus two (2) floating holidays.
- C. Sick Leave: The Board of Education shall provide the Assistant Superintendent with eighteen (18) sick days per year for personal illness of the Assistant Superintendent. Such sick days shall be credited to the Assistant Superintendent at the beginning of each contract year. The Assistant Superintendent shall be allowed to carry over her accumulated sick days from her previous position as an administrator in the Newtown Public Schools. Sick days shall be cumulative to a maximum of one hundred and eighty (180) days. The Assistant Superintendent will not be paid or reimbursed for unused sick leave.
- D. Personal Days: The Assistant Superintendent may use up to five (5) personal leave days per year, upon the approval of the Superintendent, in order to attend to personal matters that cannot be addressed outside the work day. The Assistant Superintendent will not be paid or reimbursed for unused personal days.
- E. Vacation: The Assistant Superintendent shall be entitled to twenty-one (21) vacation days annually and may carry over up to five (5) days into the succeeding year at the discretion of the Superintendent.

In the event of the death of the Assistant Superintendent, any earned but unused vacation will be paid to the Assistant Superintendent's estate.

In the event that the Assistant Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, she shall be entitled to be paid for unused vacation credited during the fiscal year in which she retires or resigns on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Assistant Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Assistant Superintendent must provide the Superintendent with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of such resignation or retirement.

Any vacation days to be paid to the Assistant Superintendent in accordance with this section shall be paid at the Assistant Superintendent's per diem rate, which shall be calculated at 1/261 of the Assistant Superintendent's annual base salary.

- F. Health and Dental Insurance: The Assistant Superintendent shall have the right to enroll herself, her spouse and her eligible dependents in the High Deductible Health Plan provided to certified administrators employed by the Board, and in the dental insurance plan provided to certified administrators employed by the Board. The Board shall fund fifty percent (50%) of the applicable HSA deductible amount for the Assistant Superintendent, in the same manner as applicable to certified administrators employed by the Board. The Assistant Superintendent shall pay, through payroll deduction, the following percentage of the premiums for insurance coverage for the 2019-20 contract year:

<u>HSA Plan</u>	<u>Dental</u>
23.0%	23.0%

The premium contribution percentages for the Assistant Superintendent for the remaining year(s) of this Agreement shall be determined prior to the first day of such year(s).

- G. Life Insurance: The Board shall provide and pay for term life insurance for the Assistant Superintendent with a face amount of Three Hundred Thousand Dollars (\$300,000).
- H. Long Term Disability Insurance: The Board shall provide long-term disability income protection for 66 2/3% of the Assistant Superintendent's base annual salary, not to exceed a maximum monthly benefit of \$6,500.
- I. Insurance Benefits -- General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or

carrier(s) for such insurance coverage at any time during the term of this Agreement.

- J. Transportation Allowance: The Board shall provide an allowance for the use of the Assistant Superintendent's personal automobile in carrying out the Assistant Superintendent's responsibilities under this Agreement, in the amount of Three Hundred Dollars (\$300) per month, for a total of Three Thousand Six Hundred Dollars (\$3,600) per year. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.
- K. Membership in Professional Organizations: The Board shall pay for annual membership dues for the Assistant Superintendent to be a member of the following organizations: Connecticut Association of Public School Superintendents, (CAPSS), American Association of School Administrators, (AASA), and Association for Supervision and Curriculum Development, (ASCD).
- L. Post-retirement Benefits: The Board will maintain for the Assistant Superintendent the post-retirement benefits set forth in Article 20 of the July 1, 2017 through June 30, 2021 collective bargaining agreement between the Board and the Newtown Association of School Administrators.

## 7. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least annually during the term of this Agreement.

## 8. 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 upon 90 days written notice, except that the 90 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 minutes, is acceptable.
- C. The non-renewal and/or termination of the employment of the Assistant Superintendent during the term of this Agreement shall be governed by the provisions of Section 10-151 of the Connecticut General Statutes.

## 9. GENERAL PROVISIONS

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and

clauses of this Agreement shall remain valid and binding upon both parties.

B. This Agreement 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 the effective date, it supersedes any and all prior agreements between the parties.

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

Michelle Embree Ku  
Michelle Embree Ku,  
Chair, Board of Education

5/7/19  
Date

Lorrie Rodrigue  
Dr. Lorrie Rodrigue  
Superintendent of Schools

5-7-19  
Date

Anne Uberti  
Anne Uberti  
Assistant Superintendent of Schools

5/22/19  
Date

**NEWTOWN PUBLIC SCHOOLS  
EMPLOYMENT AGREEMENT  
DIRECTOR OF BUSINESS  
2020-21**

**THE NEWTOWN BOARD OF EDUCATION** (hereinafter the "Board") agrees to employ **TANJA VADAS** (hereinafter the "Director of Business") as its Director of Business and **TANJA VADAS** hereby agrees to serve in such capacity, all in accordance with the provisions of this Agreement.

**1. TERM**

Subject to the provisions of Section 7 (Termination), this Agreement shall be effective from September 9, 2020, and shall remain in effect through and including June 30, 2021.

During the period September 9, 2020 through September 30, 2020, **TANJA VADAS** shall be employed by the Board as the Acting Director of Business. Effective October 1, 2020, **TANJA VADAS** shall be employed by the Board as the Director of Business, in accordance with the provisions of this Agreement.

**2. CERTIFICATION**

During the term of this Agreement, the Director of Business shall maintain Connecticut State Department of Education certification as a School Business Official (085 certification).

**3. DUTIES**

Under the direction and supervision of the Superintendent of Schools, the Director of Business shall have those duties set forth in the job description for the position of Director of Business, and such other duties as the Superintendent may from time to time assign to the Director of Business. The work year for the Business Manager shall be twelve (12) months.

**4. SALARY**

As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. The base annual salary for the Director of Business shall be pro-rated for any partial year of service as Director of Business. The base annual salary rate for the Director of Business for the 2020-21 contract year shall be One Hundred Fifty Thousand Dollars (\$150,000), which shall apply to the period September 9, 2020 through June 30, 2021, and which shall be pro-rated based on the September 9, 2020

effective date of this Agreement. Such base annual salary shall be paid in installments in accordance with the Board's regular payroll periods.

## 5. BENEFITS

- A. Pro-ration of Benefits: All vacation, leave time and other benefits shall be pro-rated for any partial years of service as Director of Business.
- B. Holidays: The Director of Business shall be entitled to 13 paid holidays listed below: Independence Day, Labor Day, Thanksgiving, and day after Thanksgiving, Christmas Eve, Christmas Day, New Year 's Day, Martin Luther King Jr. Day, Presidents ' Day, Good Friday, Memorial Day, and two (2) floating holidays.
- C. Sick Leave: The Board shall credit the Director of Business with eighteen (18) sick days annually, cumulative to a maximum of Two Hundred Twenty-eight (228) days. The Director of Business will not be paid or reimbursed for unused sick leave.
- D. Personal Days: The Director of Business may use up to five (5) personal leave days per year, upon the approval of the Superintendent, in order to attend to personal matters that cannot be addressed outside the work day. The Director of Business will not be paid or reimbursed for unused personal days.
- E. Bereavement Days: The Director of Business shall be granted leave with full pay for a period of five (5) days following a death in the household or immediate family.
- F. Vacation: The Director of Business shall be entitled to twenty-one (21) vacation days annually and may carry over up to fifteen (15) days into a succeeding year of employment at the discretion of the Superintendent. Subject to the approval of the Superintendent, the Director of Business is eligible for payment for unused vacation time upon resignation from employment (subject to the pro-ration provision set forth in Section 5.A of this Agreement, provided that the Director of Business has complied with the notice requirement set forth in Section 7.C of this Agreement.
- G. Health and Dental Insurance: The Director of Business shall have the right to enroll herself, her spouse and her eligible dependents in a High Deductible Health Plan (HDHP)/Health Savings Account (HSA) and a dental plan provided by the Board. The Director of Business shall pay 24.0% of the premium cost for such insurance coverage for the 2020-21 contract year, through bi-weekly payroll deductions.
- H. Life Insurance: The Board shall provide and pay for term life insurance for the Director of Business with a face amount of Three Hundred Thousand Dollars (\$300,000).

- I. Long Term Disability Insurance: The Board shall provide long-term disability income protection for 66.67% of the annual salary of the Director of Business, not to exceed a maximum monthly benefit of \$6,500.
- J. Insurance Benefits: General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.
- K. Transportation Allowance: The Board shall provide an allowance for the use of the Director of Business's personal automobile in carrying out her responsibilities under this Agreement, in the amount of Three Hundred Dollars (\$300) per month, for a total of Three Thousand Six Hundred Dollars (\$3,600) per year. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.
- L. Retirement: The Director of Business shall be eligible to participate in the Town of Newtown Defined Benefit Pension Plan in accordance with the provisions of such Plan, as may be amended from time to time.

## 6. PROFESSIONAL DEVELOPMENT

The Board shall provide reimbursement for reasonable expenses for professional development activities, as approved by the Superintendent.

## 7. TERMINATION

- A. The Board may terminate this Agreement during its term for good cause.
- B. This Agreement may be terminated without cause by mutual consent at any time during the term of the Agreement.
- C. The Director of Business may terminate this agreement by giving sixty (60) days' written notice to the Superintendent.


## 8. GENERAL PROVISIONS

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.

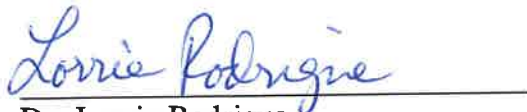


B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.


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

  
Michelle Embree Ku  
Chair, Board of Education

9-15-20  
Date

  
Dr. Lorrie Rodrigue  
Superintendent of Schools

9-10-20  
Date

  
Tanja Vadas  
Director of Business

9/9/20  
Date

**NEWTOWN PUBLIC SCHOOLS  
EMPLOYMENT AGREEMENT**

This agreement is made and entered into between **THE NEWTOWN BOARD OF EDUCATION** (hereinafter called the BOARD) and **GEORGES YAGOP**, its Technology Network Administrator (hereinafter called the EMPLOYEE) for the period **July 1, 2020 to June 30, 2021**.

**1. BOARD RIGHTS**

The BOARD shall continue to retain its rights, powers, and authorities so vested by law, unless specifically limited by the express provisions of this agreement.

**2. GENERAL PROVISIONS**

- A. This agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this agreement and the remaining parts shall remain in full force and effect.
- B. This agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the BOARD and the EMPLOYEE regarding the employment of the EMPLOYEE by the BOARD. This agreement supersedes all prior agreements, either express or implied, between the parties hereto regarding the employment of the EMPLOYEE by the BOARD.
- C. None of the terms or conditions of this agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.
- D. This agreement shall be governed by and construed under the laws of the State of Connecticut.

**3. WORK YEAR**

The work year shall be defined as **fifty-two weeks**.

**4. COMPENSATION**

The BOARD agrees to pay the EMPLOYEE at the rate of **\$86,254** per annum. This does not preclude any agreement for additional compensation at a rate to be determined by the BOARD for special circumstances arising from abnormal working conditions. Any additional compensation must be authorized specifically by the Director of Technology of the Superintendent of Schools in advance of work to be performed.

**5. FRINGE BENEFITS**

- A. A High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, with an EMPLOYEE annual contribution rate of **17%** and a dental plan with an EMPLOYEE annual contribution rate of **21.5%**. This contribution will be deducted in bi-weekly installments.
- B. Life insurance and AD&D policy in the amount of **\$86,000** at no cost to the EMPLOYEE.
- C. Long Term Disability as provided for other clerical employees at no cost to the EMPLOYEE.

**6. SICK DAYS**

**Eighteen** sick days shall be allowed annually, cumulative to a maximum of 150 days, with full pay for absence due to personal illness. There shall be no entitlement to compensation for unused sick days upon termination of employment, whether voluntary or involuntary.

7. PERSONAL DAYS/BEREAVEMENT

- A. **Three** personal days shall be allowed annually with full pay. Personal days are separate from sick days. Unused personal days cannot be accrued and are only for personal business that must be addressed during work time, e.g., doctor's appointments and legal matters. It is expressly agreed that such days are not to be used for extension of vacation periods, holidays or recreation.
- B. **Five** days bereavement following a death in the EMPLOYEE'S household or immediate family. For the purposes of this section, immediate family shall be defined as spouse, child, parent, guardian, grandparent, sibling and in-laws.

8. VACATION

**Ten** days of paid vacation will be accrued annually, earned at the rate of .84 days per month for use as accrued. This is the maximum number of days that will be allotted under this contract. Vacation time must be approved in advance by the Director of Technology or the Superintendent of Schools. If it is not possible to take earned vacation by June 30 of any fiscal year, time remaining may be carried into the next period with approval of the Director of Technology or the Superintendent of Schools, up to a maximum of ten days accumulated carryover.

No more than ten earned vacation days will be paid out upon retirement, resignation or termination.

9. HOLIDAYS

There will be **thirteen** paid holidays each year. There are ten specified holidays, as listed below, and three floating holidays. The paid holidays are:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day  
Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day

Additionally, if Christmas Eve is a scheduled work day, and EMPLOYEE works a half-day Christmas Eve morning, EMPLOYEE may take the afternoon off without a deduction in pay. If EMPLOYEE takes the entire day of Christmas Eve off, EMPLOYEE must use a full-day floating holiday, or a vacation day.

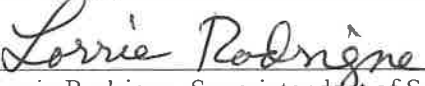
10. CAR ALLOWANCE

EMPLOYEE shall be paid the established IRS rate per mile as reimbursement for the use of his personal vehicle to perform his job. Mileage driven to and from home and work is not reimbursable.

11. TERMINATION

The parties may, by mutual consent, terminate this agreement at any time, or with thirty days written notice. The Board may terminate this agreement at any time with just cause.

THE BOARD OF EDUCATION  
BY ITS AUTHORIZED REPRESENTATIVE:

  
Dr. Lorrie Rodrigue, Superintendent of Schools

6-22-20  
Date

  
Georges Yagop, Employee

6-25-20  
Date