

AGREEMENT

It is hereby agreed by and between the Board of Education for the Town of Newtown, Connecticut (hereinafter referred to as the "Board") and Dr. Lorrie Rodrigue (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Dr. Lorrie Rodrigue as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Dr. Lorrie Rodrigue hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

Prior to commencing work under this Agreement, and at all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

2. Duties

The Superintendent shall serve as the chief executive officer of the Board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent has the general authority to act at her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. The Superintendent advises the Board on policies and plans that the Board takes under consideration, and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except when matters relating to her own employment are under consideration. The Superintendent or her designee, as authorized by the Board, may attend all Board Committee meetings.

3. Term of Agreement

A. Dr. Rodrigue shall commence employment as the Superintendent on March 19, 2018.

This Agreement shall remain in effect through and including June 30, 2020.

B. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

4. Work Year

The work year for the 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 Salary

For the periods March 19, 2018 through June 30, 2018 and July 1, 2018 through June 30, 2019, the Superintendent's base annual salary shall be as follows:

- A. A cash component of One Hundred Ninety-six Thousand Dollars (\$196,000) per year; and
- B. An additional sum of Five Thousand Dollars (\$5,000) per year, over and above the cash component set forth in Section 5A, as to which amount the Superintendent will arrange to have an elective deferral deducted from the Superintendent's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Superintendent chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended.
- C. A doctoral stipend of Three Thousand Dollars (\$3,000) per year.

Each of the three components of the Superintendent's base annual salary, as set forth in Sections 5A, 5B and 5C, shall be pro-rated for the period March 19, 2018 through June 30, 2018 and for any other partial years of service as Superintendent.

The Superintendent's base annual salary, as set forth in Sections 5A, 5B and 5C above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board.

The total base annual salary, as set forth in Sections 5A, 5B and 5C above, shall be subject to the State Teachers' Retirement Board contribution.

Prior to July 1, 2019, the Board and the Superintendent shall enter into negotiations with respect to the Superintendent's base salary for the following contract year. In the event that the Board and the Superintendent are unable to reach agreement on terms with regard to the Superintendent's base salary for a particular year, the base salary in effect for the preceding year shall remain in effect.

6. Benefits

- A. Pro-ration of Benefits: The number of sick days, vacation days and other leave days shall be pro-rated for the period March 19, 2018 through June 30, 2018 and for any other partial years of service as Superintendent.
- B. Sick Leave: The Board of Education shall provide the Superintendent with twenty (20) sick days per fiscal year for personal illness of the Superintendent. Such sick days shall be credited to the Superintendent at the beginning of each contract year. The Superintendent shall be allowed to carry over her accumulated sick days from her previous positions in the district as Interim Superintendent and High School Principal. Sick days shall be cumulative to a maximum of one hundred and eighty (180) days. The Superintendent will not be paid or reimbursed for unused sick leave.
- C. Personal Days: The Superintendent may use up to five (5) personal leave days per year, with notice to the Board Chair, in order to attend to personal matters that cannot be addressed outside the work day. The Superintendent will not be paid or reimbursed for unused personal days.

- D. Vacation: The Board of Education shall provide the Superintendent with twenty five (25) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. Such vacation days shall be credited to the Superintendent at the beginning of each contract year. The Superintendent may not carry over any vacation days from one fiscal year to another without prior approval from the Board. The Superintendent shall be paid for up to five (5) days per fiscal year for any unused vacation time in the previous fiscal year. Any vacation days to be paid to the Superintendent in accordance with the preceding sentence shall be paid at the Superintendent's per diem rate, which shall be calculated at 1/261 of the Superintendent's annual base salary. If the Superintendent wishes to take one (1) week or more of vacation at a time, she shall notify the Board President of the dates of such vacation. The Superintendent may not take more than two (2) consecutive weeks of vacation without the prior approval of the Board.

In the event of the death of the Superintendent, any earned but unused vacation will be paid to the Superintendent's estate. In the event that the 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 Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Superintendent must provide the Board 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 Superintendent in accordance with this section shall be paid at the Superintendent's per diem rate, which shall be calculated at 1/261 of the Superintendent's annual base salary.

- E. Health and Dental Insurance Benefits: The 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 Superintendent, in the same manner as applicable to certified administrators employed by the Board.

For the periods March 19, 2018 through June 30, 2018 and July 1, 2018 through June 30, 2019, the Superintendent shall pay, through payroll deduction, twenty-five percent (25%) of the premiums for the above-referenced insurance coverage.

The insurance premium contribution percentage for the 2019-20 contract year shall be negotiated in conjunction with the base salary negotiations described in Section 5 of the Agreement.

The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the Superintendent to pay her insurance premium contributions on a pre-tax basis.

- F. Life Insurance: The Board shall provide term life insurance for the Superintendent with a face amount of three hundred thousand dollars (\$300,000).

- G. Long Term Disability Insurance: The Board of Education shall provide long-term disability income protection for 66 2/3% of the Superintendent's annual salary, not to exceed a maximum monthly benefit of \$9,255.
- H. 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.
- I. Transportation Allowance: The Board shall provide an allowance for the use of the Superintendent's personal automobile in carrying out the Superintendent's responsibilities under this Agreement, in the amount of Five Thousand Dollars (\$5,000) per year. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.
- J. The Board will maintain the post-retirement benefits set forth in the Memorandum of Understanding between the Board and the Newtown Association of School Administrators, executed between the parties on or about July 7, 2014.

7. **Evaluation**

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 the provisions of Newtown Board of Education Policy 2400.

8. **Professional Meetings**

The Board encourages the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. Subject to budgeted appropriations and advance approval of the Board, the Superintendent may attend professional meetings, seminars and conferences related to the performance of her duties as Superintendent, with the expenses to be paid by the Board.

9. **Outside Professional Activities**

The Superintendent may undertake with prior approval of the Board consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with her responsibilities as Superintendent.

10. **Termination of Agreement**

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate this Agreement 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 which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence;
- (5) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of her 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 the completion of such hearing and shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for its decision. Such hearing may be in executive or public session at the option of the Superintendent. The Superintendent shall have the right to her own counsel at her own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties

11. 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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.



Dr. Lorrie Rodrigue

Date: 2-27-18



Michelle Embree Ku, Chairperson
Board of Education

Date: 2/27/2018

Memorandum of Understanding

NEWTOWN ASSOCIATION OF SCHOOL ADMINISTRATORS and NEWTOWN BOARD OF EDUCATION

We agree that LORRIE RODRIGUE is eligible for the full benefits identified in Article 22 – Retirement of the *AGREEMENT Between NEWTOWN ASSOCIATION OF SCHOOL ADMINISTRATORS and NEWTOWN BOARD OF EDUCATION 2014-2017*. Dr. Rodrigue's eight years as a teacher and five years as an administrator at Newtown High School, from August 1992 through June 2005, will be considered for eligibility. She is also considered to have been hired prior to July 1, 2008. We also agree that this agreement is not intended to set past practice nor can it be used as an example of past practice.

ARTICLE 22

Article 22 - Retirement

A. Eligibility

Either 15 years of combined teaching and administrative service in the Newtown Public Schools or 10 years of administrative service in the Newtown Public Schools at the time of retirement.

Eligibility for retirement under the Connecticut Teacher Retirement System

Age and years of experience must total at least 75 at time of retirement

Age 50 or older at time of retirement.

All retirements under this program will commence on July 1st or after the close of the school year, whichever is later. Written notice of intention to retire must be received by the Board no later than December 15. In order to be eligible for the benefits provided for in Section B below, the employee must remain employed in his/her position until the end of the fiscal year in which the notice of intention to retire is provided.

B. Payment

A cash payment of \$8,000 per year, commencing from the date of retirement to the end of the school year in which said employee reaches the age of 70, but not to exceed \$48,000, payment by the Board to be made during the first 15 calendar days after September 1 of each year of retirement.

-or-

A one-time lump sum payment of \$24,000 by the Board to be made during the first 15 calendar days after September 1 of the first year of retirement.

Upon the death of the retiree, the unpaid balance will be distributed to the named beneficiaries in accordance with the option selected.

For Administrators hired on or after July 1, 2008, in lieu of the above benefit, provided he/she meets the requirements set forth in Section A shall be eligible to receive a cash payment of twenty thousand dollars payable in four equal annual installments of five thousand (\$5,000) dollars each payable within 15 calendar days of September 1; commencing with the first September 1 following retirement, and on the next three consecutive September 1st.

Upon the death of the retiree, the unpaid balance will be distributed to the named beneficiary in accordance with the option selected.

Signed



Dated

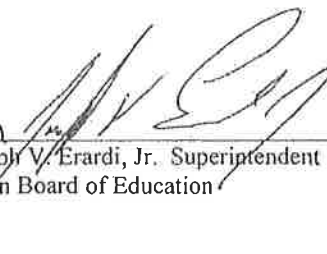
7/7/14

Julie Haggard, President

Newtown Association of School Administrators

Local #413, CFSA-AFSA, AFL-CIO

Signed



Dated

7/2/14

Dr. Joseph V. Erardi, Jr. Superintendent of Schools

Newtown Board of Education