

FILED

BOARD OF EDUCATION
EAST LYME, CONNECTICUT

July 25 2017 AT 8:30 AM/PM

SUPERINTENDENT OF SCHOOLS CONTRACT
EAST LYME TOWN CLERK

This Agreement is made by and between the Board of Education of the Town of East Lyme (hereinafter referred to as the "Board") and Jeffrey R. Newton (hereinafter referred to as "Mr. Newton" or "the Superintendent").

RECITALS

1. WHEREAS, the Board is an elected body in conformance with section 9-203 et seq. of the Connecticut General Statutes;
2. WHEREAS, Mr. Newton desires employment with the Board as its Superintendent of Schools;
3. WHEREAS, the Board desires to provide Mr. Newton with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes improves the quality of its overall education program;
4. WHEREAS, the Board has authorized the Chairperson of the Board to execute this Agreement at a regular meeting held on June 23, 2015 and,
5. WHEREAS, the Board and Mr. Newton believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education programs of the schools, consistent with state law and Board policies;

NOW THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived hereunder, the parties agree as follows:

Section 1 – Employment

The Board agrees to employ and does hereby employ Mr. Newton as its Superintendent and Mr. Newton does hereby accept such employment.

Section 2 – Duties

The Superintendent shall administer the schools under the direction of the Board, consistent with the responsibilities as described in the JOB DESCRIPTION FOR SUPERINTENDENT OF EAST LYME SCHOOLS, attached hereto and incorporated herein, as it may from time-to-time be modified by the Board. The Superintendent shall serve as chief administrative officer of the school district and as chief executive officer of the Board, and shall perform the duties of the Superintendent with responsibility for the day-to-day administration of the School District in a competent and professional manner in accordance with and subject to the (a) laws of the State of Connecticut and the United

States of America, (b) policies and directives of the Board, and (c) the provisions of this Agreement.

Section 3 – Outside Activities

Superintendent may, with prior approval of the Board, undertake outside professional activities for personal income, so long as they do not interfere with his responsibilities as Superintendent. The Superintendent shall notify the Board when undertaking such activities.

Section 4A – Term and Year Defined

The term of said employment is for the period from July 1, 2017 to June 30, 2020 as used herein, the words “Annual,” “Annually,” or “Year” shall refer to each contract year commencing July 1 and ending June 30.

Section 4B – Agreement Extension

The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent’s employment under this contract for an additional period not to exceed three (3) years. Prior to June 30 of each year, the Superintendent and the Board may discuss an extension of the Superintendent’s employment under the current contract. An agreement extension to be made pertaining to years beyond the Agreement may be in the form of an Amendment that shall become part of the Agreement. At least one month prior to June 30, of each year of this Agreement, the Superintendent shall provide the Board this contract clause.

Section 5A – Base Salary

The salary for school year 2015-2016 (July 1, 2015 to June 30, 2016) shall be \$175,000, the salary for school year 2016-2017 (July 1, 2016 to June 30, 2017) shall be \$180,687, and the salary for school year 2017-2018 (July 1, 2017 to June 30, 2018) shall be \$186,108. An evaluation of the Superintendent’s performance shall take place no later than June 30 of each year. As a result of such evaluation, the Board in its sole discretion may increase, but not decrease, the Superintendent’s compensation for the following year. Any such adjustment in salary to be made pertaining to years beyond this Agreement may be in the form of an amendment that shall become a part of this Agreement.

Section 5B – Assessment of Performance:

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 such guidelines and criteria as shall be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be reasonably related to the goals and objectives of the

District for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and Board relations, and personal and professional qualities and relationships. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption for a mutually agreeable evaluation format. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.

Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him in executive session unless the Superintendent requires that the discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Chairperson of the Board may appoint a committee of not fewer than two (2) members of the Board to meet with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing. A copy of any said committee written report shall be provided to the Superintendent.

Section 5C – Retirement Annuity and Total Salary Calculation

The Superintendent shall receive \$8000 in school year 2015-2016 (July 1, 2015 to June 30, 2016); \$8000 in school year 2016-2017 (July 1, 2016 to June 30, 2017), and \$8000 in school year 2017-2018 (July 1, 2017 to June 30, 2018) in substantially equal installments during the fiscal year for him to contribute into a tax-sheltered retirement account. Such account shall be fully owned by the Superintendent. The Superintendent shall have the option to make through payroll deduction an additional contribution into his TSA each year, subject to any limitations required by law. It shall be the Superintendent's sole responsibility to insure that such deductions do not exceed legal limitations.

For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from his salary and paid to the Connecticut State Teachers Retirement System, the total salary for the Superintendent for each year of this Agreement shall consist of the following components: (1) the annual base salary as described in Section 5A of this Agreement and (2) the applicable annual Board contribution provided in this section payable by the Board at the Superintendent's discretion to a tax-sheltered annuity contract pursuant to a legally binding salary

reduction agreement in accordance with section 403(b)(12)(A)(ii) of the Internal Revenue Code.

Section 5D – Professional Liability, Indemnification and Insurance:

The Board agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee to the Board to extent required by law. The School District will either provide counsel or pay all reasonable and necessary counsel fees incurred by the Superintendent in the event that his participation is required in litigation involving the School District and the Board, irrespective of whether the Superintendent is or is not a party. The obligation of the School District to defend, hold harmless and indemnify the Superintendent and to provide counsel or pay the counsel fees of the Superintendent shall be limited to those incidents arising while the Superintendent was acting within the scope of his employment, and did not arise from the willful or deliberate misconduct of the Superintendent. The School District shall provide the Superintendent with reasonable amount of such liability coverage as is within the authority of the Board to provide under state law. Board members shall have no personal obligation to or liability for the defense, hold harmless, indemnification or counsel fees of the Superintendent.

Section 6 – Work Year

The Superintendent shall be a 12-month employee of the Board and shall work five-day workweeks, on all school days, throughout all school recesses, as well as summer recess. His work schedule shall be established by the Superintendent, provided that he shall be entitled to all legal holidays as granted by the Board to its employees, vacation, and other excused absences as provided for herein.

Section 7 – Vacation, Sick Leave and Personal Days

The parties hereto agree as follows:

- A. The Board shall provide the Superintendent with twenty (20) sick days annually. For a partial year of employment the twenty (20) sick days will be prorated accordingly. Unused sick days shall be accumulated in a sick leave bank with no maximum ceiling. The Superintendent shall have the right to transfer up to fifty (50) sick days from his current employment to his sick leave bank. All transferred days shall not be considered earned sick days within the school district for the purposes of severance pay upon the termination by resignation, retirement, expiration of the contract, or otherwise of the employment of the Superintendent.
- B. The Board shall provide the Superintendent with twenty-five (25) vacation days annually. For a partial year of employment the twenty-five (25) vacation days will be prorated accordingly. The Superintendent may carry forward up to eight (8) unused

vacation days per year. Unused vacation days may be accumulated up to a maximum of fifty (50) days. The Superintendent must use all vacation days beyond the fifty (50) maximum accumulated by June 30th of the current school year or forfeit those extra days (those beyond the maximum fifty (50) accumulated vacation days). Unused vacation days shall be available for use, if needed, to supplement income coverage during any prolonged sick leave after all accumulated sick days have been exhausted.

Accumulated vacation days, not to exceed 50 days, shall be purchased by the Board upon separation of the Superintendent from the system. Vacation days shall be purchased at the rate of 1/240 of the Superintendent's annual salary for each day of accumulated vacation time.

- C. The Superintendent shall be entitled to take up to six (6) personal days of leave annually without loss of pay for matters of a personal nature that cannot reasonably be scheduled outside regular working hours.

Section 8 – Medical and Fringe Benefits

- A. The Superintendent on behalf of himself and any eligible dependents may elect to participate in the described attachment to this document. The Board will fund the following percentages of the applicable HSA deductible amount, as follows:

July 1, 2015 - June 30, 2016: 70%
July 1, 2016 – June 30, 2017: 60%
July 1, 2017 – June 30, 2018: 60%

The Superintendent shall pay 16% of the premium costs for the period from July 1, 2015 to June 30, 2018. Payments shall be made through payroll deduction. To be eligible to receive these benefits, the Superintendent must submit a written wage deduction authorization permitting the Board to deduct from his salary the appropriate share of the cost benefits set forth above.

- B. The Superintendent on behalf of himself and any eligible dependents may elect to participate in dental insurance coverage as is provided to the East Lyme school district administrators. The Superintendent shall pay the same premium cost share as such other administrators. Any portion of premiums for such insurance for which the Superintendent is responsible shall be paid by the Superintendent through payroll deduction. To be eligible to receive these benefits, the Superintendent must submit a written wage deduction authorization permitting the Board to deduct from his salary the appropriate share of the cost benefits set forth above.
- C. The Board shall provide the Superintendent with paid term life insurance in the amount of two times his current salary during the term of this Agreement.

- D. The Board shall pay the full cost of professional association memberships for the Superintendent, said amount to cover the cost of membership in AASA and CAPSS. The Board shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Board and provided for in the district budget.
- E. The Superintendent agrees to have a comprehensive medical examination every other year between July 1 and August 30, beginning in July of the 2015-2016 school year. Superintendent shall obtain from the examining physician a statement certifying to the physical and mental competency of Superintendent to perform his general duties hereunder. Such statement shall be filed by the Superintendent with the Secretary of the Board and treated as confidential information by the Board. The Board agrees to pay any insurance co-payment required by this examination.
- F. The Board shall provide Superintendent with full salary, less any funds received from workers' compensation, for up to one hundred and twenty (120) days of absence due to a work-related accident. Such absence shall not be charged to sick leave accumulation. After one hundred and twenty (120) days, the Superintendent will continue to receive sick pay, to the extent accumulated and available, less workers' compensation, for such continuing absence due to a work-related accident or until the Superintendent has been deemed permanently disabled from performing the essential functions of his position, whichever comes first.
- G. Attendance at Conferences: The Board recognizes the inherent value of attendance at appropriate education related conferences by the Superintendent. The Board agrees to pay the reasonable and necessary costs for the Superintendent's attendance at education related conferences in recognition of the need for continual professional growth and school district employment. The Superintendent agrees that attendance at conferences shall not interfere with the proper administration of the school district. The Board shall approve the attendance of the Superintendent at conferences, subject to reasonable budgetary constraints. The Superintendent shall provide the Board not less than twenty (20) days written notice of his anticipated attendance at any out-of-state conference.
- H. Mileage Reimbursement: The Board shall provide the Superintendent with a set stipend of \$100.00 per month for in-district travel. All other travel shall be reimbursed in accordance with set school district rates and policies.
- I. Flexible Spending Account: The Superintendent shall be eligible to participate in the School District's flexible spending account program, subject to the program's terms and conditions and legal limitations on such participation.

Section 9 – Termination

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract upon written notice of ninety (90) days, except that the ninety day notice is not required if termination is part of an action to implement a new contract with the Board in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. 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;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence;
 - (5) Just cause.

In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of his 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 commence within twenty (20) days after 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 the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

The evidentiary portions of such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to his/her own counsel, at his/her own expense.

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

- D. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided in this Agreement until the end of contract.

Section 10 – Unenforceability

In the event that any provision of this Agreement is invalid or unenforceable, that provision shall be deemed severed and the balance of the Agreement shall remain in full force and effect.

Section 11 – Connecticut Law

This Agreement shall be governed, construed and administered in accordance with the laws of the state of Connecticut.

Section 12 – Entire Agreement

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, undertakings and representations of the parties in connection therewith. The termination, modification or waiver of any of the provisions hereto shall not be binding unless made in writing and properly executed by the parties hereto.

Section 13 – Headings

The captions to the paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

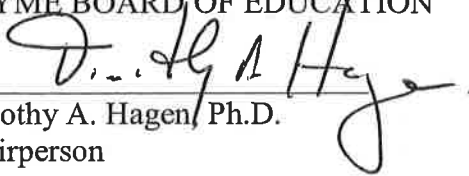
Section 14 – Waiver

No consent or waiver expressed or implied by the Board or Superintendent or failure to exercise any of the rights or remedies herein shall be construed as or constitute consent or waiver to or any other breach of the same or any other provision.

IN WITNESS WHEREOF, the East Lyme Board of Education has executed this Agreement on the June 26, 2017.

EAST LYME BOARD OF EDUCATION

By: _____


Timothy A. Hagen, Ph.D.
Chairperson

IN WITNESS WHEREOF, Jeffrey R. Newton has executed this Agreement on the 26th day of June 2017.

By: _____


Jeffrey R. Newton
Superintendent