

PROFESSIONAL AGREEMENT
Assistant Superintendent of Schools

PREAMBLE

- A. THIS AGREEMENT IS MADE AND ENTERED INTO between the Superintendent of Schools for the Regional Supervision District, the Regional School District No. 4 Board of Education, the Chester Board of Education, the Deep River Board of Education, and the Essex Board of Education (hereinafter referred to as the “District” or the “Member Boards”), serving as chief executive officer of the Boards, located within the State of Connecticut (hereinafter referred to as the “Superintendent”); and Kristina Martineau (hereinafter referred to as the “Assistant Superintendent”).
- B. The Superintendent has agreed to employ an Assistant Superintendent under the provisions of the Agreement governing the No. 4 Regional School District, and under the terms of this Agreement.
- C. In accordance with the provisions of this Agreement the Superintendent does hereby employ Kristina Martineau as Assistant Superintendent of the Boards, and Kristina Martineau does hereby accept employment as Assistant Superintendent of the Boards under the terms and conditions hereinafter set forth in this Agreement.

ARTICLE I: CERTIFICATION

The Assistant Superintendent shall maintain certification as a School Administrator in the State of Connecticut, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

ARTICLE II: DUTIES

- A. The Assistant Superintendent shall aid the Superintendent with the task of providing leadership in developing, achieving and maintaining the best possible educational programs to ensure that each student is provided with the richest educational experience the district can provide; to provide the highest quality personnel for the public schools, and to implement personnel and financial management systems which promote accountable and efficient use of resources. The Assistant Superintendent will serve the Boards at the direction of the Superintendent of Schools. She shall develop and evaluate the educational/learning program in the District within the framework of the established policy of the Boards. The Assistant Superintendent shall perform other duties, as deemed necessary in discretion of the Superintendent.
- B. The Assistant Superintendent shall ensure that rules and regulations of the District and the guidelines established by the District for educational programs are

observed. Within the framework of the policies established by the Member Boards, State Laws, State Board of Education Regulations, and the District's collective bargaining agreements, as well as the general rules and regulations promulgated for the District, the Assistant Superintendent may establish such rules as are deemed advisable for the operation of the district, subject to the approval of the Superintendent. The Assistant Superintendent will be responsible for keeping the Superintendent apprised about the conditions and needs of the district.

- C. The Assistant Superintendent will work with appropriate staff in developing a proposed budget for the Member Boards and for efforts required to present each Member Board's approved budget to their respective constituencies.
- D. The Assistant Superintendent, or her designee as approved by the Superintendent, shall attend meetings of the Boards and shall discuss administrative considerations as part of the regular meeting agendas. The Assistant Superintendent shall receive notice of all Board meetings in the District, and she or her designee, as approved by the Superintendent, shall attend such meetings as directed by the Superintendent.
- E. The Assistant Superintendent will be responsible for performing duties outlined in the job description for the Assistant Superintendent and such other duties as may be assigned by the Superintendent of Schools.

ARTICLE III: TERM

This Agreement shall become effective July 1, 2018 and shall remain in effect through and including June 30, 2021. Anything in this paragraph to the contrary notwithstanding, the provisions of the section of this Agreement entitled "Termination of Agreement" shall take precedence and the Assistant Superintendent's employment may be terminated at any time during the term of this Agreement under the provisions of such section. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the District and the Assistant Superintendent, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

ARTICLE IV: COMPENSATION

- A. The base salary for the Assistant Superintendent for the 2018-2019 fiscal year shall be the sum of the following:
 - 1. A cash component of one hundred seventy two thousand one hundred and four dollars (\$172,104), payable in biweekly installments, which sum shall be pro-rated for a partial year of service as Assistant Superintendent, and subject to required deductions for the State Teachers' Retirement Fund, applicable

United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits; and

2. an additional sum of seven thousand (\$7,000) for said year, to be paid through payroll in biweekly installments, as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, including the catch up limit of section 414(v) of the Internal Revenue code, and then contribute toward the purchase of a 403(b) annuity with a tax shelter annuity company of her choice from the Boards' list of approved 403 (b) vendors pursuant to the Boards' 403(b) plan available to the Boards' employees generally in accordance with IRC Section 403(b), as amended, which sum shall be pro-rated for a partial year as Assistant Superintendent.
- B. The base salary for the Assistant Superintendent for the 2019-2020 fiscal year shall be the sum of the following:
1. A cash component of such amount as the Assistant Superintendent, the Superintendent, the Member Boards and the District mutually agree upon (but, in any event, not less than the salary paid to the Assistant Superintendent for the prior fiscal year), payable in biweekly installments, which sum shall be pro-rated for a partial year of service as Assistant Superintendent, and subject to required deductions for the State Teachers' Retirement Fund, applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits.
 2. an additional sum of seven thousand (\$7,000) for said year, to be paid through payroll in biweekly installments, as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, including the catch up limit of section 414(v) of the Internal Revenue code, and then contribute toward the purchase of a 403(b) annuity with a tax shelter annuity company of her choice from the Boards' list of approved 403 (b) vendors pursuant to the Boards' 403(b) plan available to the Boards' employees generally in accordance with IRC Section 403(b), as amended, which sum shall be pro-rated for a partial year as Assistant Superintendent.

- C. The base salary for the Assistant Superintendent for the 2020-2021 fiscal year shall be the sum of the following:
1. A cash component of such amount as the Assistant Superintendent, the Superintendent, the Member Boards and the District mutually agree upon (but, in any event, not less than the salary paid to the Assistant Superintendent for the prior fiscal year), payable in biweekly installments, which sum shall be pro-rated for a partial year of service as Superintendent, and subject to required deductions for the State Teachers' Retirement Fund, applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits.
 2. an additional sum of seven thousand (\$7,000) for said year, to be paid through payroll in biweekly installments, as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, including the catch up limit of section 414(v) of the Internal Revenue code, and then contribute toward the purchase of a 403(b) annuity with a tax shelter annuity company of her choice from the Boards' list of approved 403 (b) vendors pursuant to the Boards' 403(b) plan available to the Boards' employees generally in accordance with IRC Section 403(b), as amended, which sum shall be pro-rated for a partial year as Assistant Superintendent.
- D. For the purposes of reporting the Assistant Superintendent's salary and for determining her contributions for a particular contract year to the Connecticut State Teachers' Retirement System, the District shall include the full amount of the Assistant Superintendent's total annual base salary, which includes any amounts paid to the Assistant Superintendent and contributed by the Assistant Superintendent towards the purchase of a tax-sheltered annuity as set forth herein.

ARTICLE V: FRINGE BENEFITS AND WORKING CONDITIONS

A. PERSONAL DAYS

1. The Assistant Superintendent shall be allowed five (5) days leave per year, non-cumulative, with no pay deductions for any one of the following reasons:

- a. Death or illness in the immediate family
 - b. Religious requirement
 - c. Legal requirements
 - d. Birth of a child by family member (3-day maximum)
 - e. College graduation of Assistant Superintendent or immediate family.
2. Immediate family consists of spouse, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, son-in-law, and daughter-in-law.
 3. Upon request, the Superintendent may grant additional days leave for any reason she believes meritorious in addition to those listed in Paragraphs 1 and 2 above.

B. SICK LEAVE

1. In the event of personal illness or injury, the Assistant Superintendent may take leave with pay, up to eighteen (18) days per year, which shall vest upon the beginning of the term hereof.
2. Unused sick leave shall be accumulated from year to year to a maximum of one hundred ninety-eight (198) days. Upon retirement or death, the Assistant Superintendent or her estate will receive an amount equal to the value of the cumulative sick days, such amount not to exceed one thousand, five hundred dollars (\$1,500.00) based on the following:
 - a. To qualify, the Assistant Superintendent must have a minimum of eight (8) years of service in the District.
 - b. There shall be no payment for the first one hundred fifty (150) days of cumulative sick leave.
 - c. Cumulative sick days above one hundred fifty (150) shall be compensated for forty dollars (\$40.00) per day up to the maximum one thousand, five hundred dollars (\$1,500.00) set forth above.
3. The Assistant Superintendent shall be notified of sick leave accumulation by September 15th of each year.
4. If the Assistant Superintendent exhausts her accumulated sick leave, she shall be entitled to a supplemental bank of sixty (60) days sick leave, effective with date of hire. Use of such days by the Assistant Superintendent shall require the prior approval of the Superintendent, and the Assistant Superintendent must present reasonable evidence of illness to the Superintendent at the time she requests approval for the use of such leave.

C. CONFERENCE LEAVE/TRAVEL STIPEND

1. The Assistant Superintendent is encouraged to continue her professional development and is expected to participate in relevant learning experiences. Subject to budgeted appropriations, the Assistant Superintendent shall attend professional meetings at the local, state, and national level, the expenses to which shall be paid by the District. Participation in such activities must be approved in advance by the Superintendent. The Superintendent may deny approval for professional leave if it is not in the best interests of the District, based on the expense(s) of the professional meetings and/or timing of the Assistant Superintendent's absence from the District for attendance at such professional meetings.
2. The leave referenced immediately above in paragraph 1 of this section will be considered professional leave and will not be charged to the Assistant Superintendent's personal or vacation days.
3. Effective upon execution of this Agreement, for each fiscal year of this Agreement, the District shall provide the Assistant Superintendent with a payment in the amount of three thousand five hundred dollars (\$3,500), payable in two semi-annual installments, as reimbursement for business-related travel within and between the school districts for which she serves as Assistant Superintendent.

D. ANNUAL ADMINISTRATIVE WORK SCHEDULE

1. The Assistant Superintendent shall work a twelve month schedule, from July 1st through June 30th, and her working days will total two hundred and sixty (260) days. It is expected that the Assistant Superintendent shall work each day that school is in session for the school districts which she serves, except as provided by the terms of this Agreement.
2. The Assistant Superintendent shall be provided with twenty-eight (28) days vacation annually, exclusive of legal holidays. The Assistant Superintendent must obtain prior approval from the Superintendent for any vacation leave taken when school is in session, or if such leave will be longer than ten (10) consecutive business days. Up to five (5) days of vacation time may be carried over to another year with prior approval of the District. The Assistant Superintendent will be paid for unused vacation days in the year of termination, at the daily rate of $1/260^{\text{th}}$ of the annual salary times the number of accumulated days. In the event of death, unused and accrued vacation will be paid to the Assistant Superintendent's estate.
3. Holidays. The Assistant Superintendent shall be entitled to paid holidays on the days designated as holidays by the District.

E. INSURANCE BENEFITS

1. Health Insurance: On behalf of herself and any eligible dependents, the Assistant Superintendent may elect to participate in the HSA insurance plan provided for employees of the District and the Member Boards. For the 2018-2019 school year, if the Assistant Superintendent elects coverage through the HSA Plan, if such plan is offered to employees, the District shall pay eighty-nine percent (89%) of the premium costs for such coverage, and the Assistant Superintendent shall pay eleven percent (11%). The Boards shall contribute 100% of the amount of the applicable HSA deductible amount. The Boards' contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employee's payroll dates. Any portion of premiums for such insurance for which the Assistant Superintendent is responsible shall be paid by the Assistant Superintendent through payroll deduction. For the 2019-2020 and 2020-2021 school years, the Assistant Superintendent, the Superintendent, the Member Boards, and the District shall mutually agree upon the Assistant Superintendent's contribution to health insurance costs for the school year at issue. Such contribution rates shall be determined by the first day of the fiscal year in which such rates become effective.
2. Dental and Vision Care Insurance: On behalf of herself and any eligible dependents, the Assistant Superintendent may elect to obtain dental and/or vision care insurance through any one of the vision care and/or dental insurance plans provided for employees of the District and the Member Boards. The Assistant Superintendent shall not be required to contribute to the premium costs for such insurance.
3. Life Insurance: The District will provide the Assistant Superintendent with group term life insurance coverage in the amount of two times the Assistant Superintendent's base salary, as set forth above, subject to the eligibility requirements of the carrier(s). The District shall pay ninety-five percent (95%) of the premium costs for such coverage, with the remainder of such premium costs to be paid by the Assistant Superintendent through payroll deduction. The Assistant Superintendent may elect to waive this provision and have the District's contribution for life insurance apply to a whole life or annuity policy as designated by the Assistant Superintendent in writing on an annual basis.

ARTICLE VI: EVALUATION

- A. In accordance with the procedures set forth below, the Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least annually during the term of this agreement. Such evaluation and assessment shall be reasonably related to the goals and objectives for the Assistant Superintendent for the year in question.

- B. Goals and Objectives. It is the intention of the Superintendent to work cooperatively to develop goals and objectives for the Assistant Superintendent. Prior to August 1st of the school year, the Assistant Superintendent will develop goals and objectives for the coming school year for the Superintendent's review and approval.

ARTICLE VII: TERMINATION OF AGREEMENT

- A. The Superintendent and the Assistant Superintendent recognize and agree that the Regional Supervision District is the Assistant Superintendent's employer under the provisions of this Agreement.
- B. The Superintendent serving as chief executive officer of the Boards and the Assistant Superintendent may, by mutual consent, terminate the Agreement at any time. The Superintendent serving as chief executive officer of the Boards may also unilaterally terminate this Agreement, without thirty (30) days' notice, with termination effective the commencement of any contract with a newly appointed Assistant Superintendent.
- C. Either party may terminate this Agreement for any reason upon prior written notice of thirty (30) days to the other party. If the Assistant Superintendent elects to terminate this Agreement, she shall send such notice to the Superintendent of Schools.
- D. The Superintendent, on the Boards' behalf, may terminate the Agreement immediately, if, in her sole judgment, the services rendered by the Assistant Superintendent are not performed with the degree of skill and care consistent with industry standards, or are not performed in compliance with all statutes, acts, ordinances, laws, rules, regulations, codes and standards.

ARTICLE VIII: GENERAL PROVISIONS

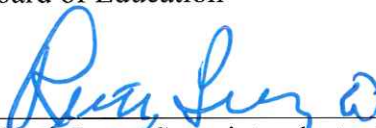
- A. If any part in this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- B. The Assistant Superintendent is an employee of the Regional Supervision District for the purposes appointment, compensation, and fringe benefits.
- C. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties. In the case of any conflict between the terms of this Agreement and the terms of the Agreement governing the No. 4 Regional School District (as may be amended from time to time), the terms of this Agreement shall prevail, unless otherwise agreed expressly in writing by the Superintendent serving as chief

executive officer of the Member Boards and the Assistant Superintendent.


- D. Notices to the District, as required herein, shall be sent to the Superintendent of Schools and notices to the Assistant Superintendent shall be sent to her at her home address.
- E. This agreement is being executed on behalf of the Boards by Dr. Ruth Levy, Superintendent of Schools serving as chief executive officer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers, hereunto duly authorized.

Regional Supervision District
Regional School District 4
Chester Board of Education
Deep River Board of Education
Essex Board of Education

BY: 
Dr. Ruth Levy, Superintendent of Schools

Date: 10/15/18

BY: 
Kristina Martineau, Assistant Superintendent

Date: 9/27/2018