

## AGREEMENT

BRISTOL BD OF ED  
2017 NOV 2 AM 8 11  
It is hereby agreed by and between the Board of Education for the Town of Bristol, Connecticut (hereinafter referred to as the "Board") and Dr. Susan K. Moreau, (hereinafter referred to as "Dr. Moreau"), that the Board does hereby employ Dr. Susan K. Moreau as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Dr. Susan K. Moreau hereby accepts such employment, upon the terms and conditions hereinafter set forth.

WHEREAS, this Agreement, executed by the parties on or about November 1, 2017 replaces in full Dr. Moreau's former contract with the Board as Deputy Superintendent of Schools, executed between said parties on or about January 30, 2017.

WHEREAS, Dr. Moreau has decided to retire effective June 30, 2019; and

WHEREAS, the Board shall search for a permanent Superintendent to commence employment on July 1, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Board and Dr. Moreau, acting of their own free will, hereby agree as follows:

**1. Certification**

At all times during the term of this Agreement, Dr. Moreau shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

**2. Duties**

Dr. Moreau shall serve as the chief executive officer of the Board. Dr. Moreau 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,

Dr. Moreau has executive authority over the school system and the responsibility for its supervision. Dr. Moreau 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. Dr. Moreau 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.

Dr. Moreau 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. Dr. Moreau or her designee, as authorized by the Board, shall attend all Board Committee meetings.

**3. Term of Agreement**

- A. This Agreement shall become effective on November 1, 2017 and shall remain in effect through and including the effective date of Dr. Moreau's retirement, June 30, 2019.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and Dr. Moreau'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 Dr. Moreau shall be twelve months.

**5. Base 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. Dr. Moreau's base annual salary shall be prorated for partial years of service as Superintendent.

Dr. Moreau's base annual salary for the contract year beginning on July 1, 2017 shall be as follows:

- A. A cash component of One Hundred Seventy-Five Thousand Dollars (\$175,000) per year;
- B. An additional sum of Fifteen Thousand Dollars (\$15,000) per year, over and above the cash component set forth in Section 5A, as to which amount Dr. Moreau 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, and/or IRC Section 457(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice and/or into a 457(b) account of the Superintendent's choice, pursuant to the Board's Section 403(b) Plan and/or 457(b) Plan.

Dr. Moreau's base salary, as set forth in Sections 5A and 5B 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 compensation, as set forth in Sections 5A and 5B above, shall be subject to the State Teachers' Retirement Board contribution.

Dr. Moreau's base annual salary for each subsequent year of this Agreement shall be determined prior to July 1 for each year. In the event that the Board and Dr. Moreau are unable to

reach agreement on terms with regard to Dr. Moreau's base annual salary for a particular year, the base annual salary in effect for the preceding year shall remain in effect.

**6. Fringe Benefits**

- A. Sick Leave: The Board of Education shall provide Dr. Moreau with twenty (20) sick days per fiscal year for personal illness of Dr. Moreau. Such sick days shall be credited to Dr. Moreau at the beginning of each contract year. The number of sick days shall be pro-rated for any partial years of service as Superintendent. Sick leave shall not be cumulative. In the event that Dr. Moreau becomes disabled and exhausts all of her accumulated sick leave as a result of such disability, the Board shall continue in effect Dr. Moreau's health insurance benefits (subject to Dr. Moreau's obligation to make premium contributions in accordance with the provisions of this contract) during the period of such disability, for up to one year beyond the date on which such sick leave is exhausted.
- B. Vacation: The Board of Education shall provide Dr. Moreau 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 Dr. Moreau at the beginning of each contract year. The number of vacation days shall be pro-rated for any partial years of service as Superintendent. Dr. Moreau shall forfeit any unused vacation days upon retirement or severance from employment. Requests by Dr. Moreau to take vacation time must be submitted to the Board Chair.
- C. Personal Days: Dr. Moreau shall be entitled to days for personal leave upon adequate notice to the Board Chair.
- D. Insurance Benefits:

Dr. Moreau shall have the right to enroll herself, her spouse, and her eligible dependents in the HDHP/HSA health insurance plan offered to certified administrators employed by the Board. The Board will fund 50% of the applicable HSA deductible amount. The Board's full contributions toward the HSA deductible shall be deposited into the employee's HSA account in two equal installments, the first installment shall be paid on the first payroll period in July and the second installment shall be paid on the first payroll period in September. The Board and Dr. Moreau acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Dr. Moreau shall pay the following percentages of the costs for medical and dental insurance through payroll deduction:

18.0% effective November 1, 2017; 19.0% effective July 1, 2018.

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

In the event of death of Dr. Moreau during a given fiscal year, the Board shall continue appropriate insurance payments for the month in which the death occurs and twelve succeeding months. Thereafter, her spouse and/or dependent children may continue the medical insurance listed above at group rates, carrier permitting, at their own expense, until the date on which Dr. Moreau would have reached age 65.

E. Dental Insurance

A Dental Plan with riders A, B, C, D, and Dependent Child Rider, shall be provided for Dr. Moreau and all eligible family members. Alternatively, the Board may elect to substitute whatever dental coverage is provided to the Bristol Association of Principals and Supervisors (BAPS).

F. Life Insurance

Dr. Moreau will receive term life insurance, such coverage to be paid by the Board as follows: \$250,000.

G. Disability Insurance

The Board shall provide disability income insurance for the employee up to 60% of salary to a maximum of \$7500 per month, said payments to continue to age 65. The disability coverage shall contain a two-year own occupation provision and have a 90-day elimination period. Eligibility for coverage shall be determined by the carrier. The group rates assume full social security offset. After the 90-day elimination period the Board shall pay the balance of the employee's salary to the extent of accumulated sick days if any. Any sick days used will be counted as full sick days.

H. Automobile Allowance: The Board shall provide an allowance for the use of Dr. Moreau's personal automobile in carrying out her responsibilities under this Agreement, in the amount of Two Thousand Dollars (\$2,000) per year to be distributed on or about July 1<sup>st</sup> (and pro-rated for any partial year of service). Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting obligations.

I. The Board will maintain the post-retirement benefits set forth in sections 6.1, 6.2 and 6.3 of Dr. Moreau's former Deputy Superintendent Agreement, dated on or about January 30, 2017.

**7. Evaluation Format**

The Board shall evaluate and assess in writing the performance of Dr. Moreau at least annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. The Board shall meet and discuss the evaluation format with Dr. Moreau and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. If the Board and Dr. Moreau are unable to reach agreement on an evaluation format, the Board will determine the evaluation format. The evaluation format shall be reasonably objective and shall contain at least the following criteria:

- Board-Superintendent Relations
- Educational Leadership and Continuous Improvement
- School and Community Relations
- Human Resources Development and Management
- Organization Planning and Operational Management
- Personal and Professional Values and Ethics

The evaluation format shall provide for an evaluation system both as to overall performance and as to the specific criteria set forth in the evaluation format.

**8. Evaluation**

The Board in executive session shall evaluate Dr. Moreau no later than May 31st of each year of this agreement. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to Dr. Moreau no later than June 30 of each year of this Agreement. Dr. Moreau shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to Dr. Moreau's personnel file. No later than July 31 of each year of this Agreement, the Board in executive session shall meet with Dr. Moreau to discuss the evaluation.

To initiate the evaluation process, Dr. Moreau shall provide the Board with a copy of this contract clause, no later than April 15 of each year of this Agreement.

**9. Termination of Agreement**

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. Dr. Moreau 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 Dr. Moreau, 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 Dr. Moreau 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 Dr. Moreau 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, Dr. Moreau 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 Dr. Moreau, setting forth the reasons and evidence for its decision. Such hearing may be in executive or public session at the option of Dr. Moreau. Dr. Moreau 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.

#### **10. Professional Meetings**

The Board encourages Dr. Moreau to continue her professional development and expects her to participate in relevant learning experiences. Subject to budgeted appropriations, Dr. Moreau may maintain appropriate professional association memberships to be paid by the board. Dr. Moreau 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. Dr. Moreau shall keep the Board Chair informed of such professional conferences.

#### **11. Outside Professional Activities**

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

**12. 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, unless expressly stated otherwise in this Agreement.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Susan K. Moreau  
Dr. Susan K. Moreau

Date: Nov. 1, 2017

Christopher Wilson  
Christopher Wilson, Chairman, on behalf  
of the Bristol Board of Education

Date: 11/1/2017