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ANDREA LEONARDI

ASSISTANT SUPERINTENDENT FOR SPECIAL SERVICES

EMPLOYMENT AGREEMENT 2023-2026

Kevin J. Smith
TOWN CLERK

AGREEMENT MADE as of this 8th day of June, 2023, by and between THE BOARD OF EDUCATION OF THE TOWN OF WILTON, County of Fairfield and State of Connecticut (hereinafter: called "the Board"), and Andrea Leonardi of the Town of Fairfield, County of Fairfield and State of Connecticut (hereinafter called "Andrea Leonardi" or "Assistant Superintendent for Special Services").

For and in consideration of the mutual covenants, conditions and agreements contained herein the Assistant Superintendent for Special Services and the Board, acting through Dr. Kevin J. Smith, its Superintendent, agree as follows:

I. APPOINTMENT:

Andrea Leonardi is hereby re-appointed to the position of Assistant Superintendent for Special Services in accordance with its action at the meeting of the Board held on June 1, 2023 and Andrea Leonardi hereby accepts such employment as Assistant Superintendent of Special Services upon the terms and conditions set forth in this Agreement.

II. TERM OF EMPLOYMENT:

The term of this appointment is for a period of three years, commencing July 1, 2023, and ending June 30, 2026, unless terminated as provided herein.

Prior to July 1, 2024, the Board of Education shall be required to vote upon a one-year extension of this Employment Agreement

III. DUTIES OF EMPLOYEE:

During the term of this Agreement, the Assistant Superintendent for Special Services shall perform the duties of Assistant Superintendent for Special Services in accordance with any pertinent job description or any other description of duties previously adopted by the Board and the Superintendent of Schools as the same may be amended and modified during the term of this agreement. In addition, the Assistant Superintendent for Special Services shall perform such other duties as may be assigned to her by the Superintendent of Schools. During the term of this Agreement, the Assistant Superintendent for Special Services shall devote her entire working time and attention to her work for the Board. The Assistant Superintendent for Special Services shall faithfully, industriously and to the best of her ability, experience and talents render the services required and shall observe any and all rules, regulations and policies which the Board has established or shall hereafter establish. The Assistant Superintendent for Special Services shall render such services at such place or places as the Superintendent of Schools or the Board shall designate or as shall be necessary or appropriate in connection with such employment. Except with the prior written approval of the Superintendent of Schools, during the term of this Agreement, the Assistant Superintendent for Special Services shall not undertake or engage in any other employment, occupation, or business enterprise other than one in which she is a passive

investor. This limitation shall not apply to work or compensation as an author, professor, or presenter provided such work does not occur during work hours.

IV. SALARY:

The annual salary of the Assistant Superintendent for Special Services shall consist of a cash compensation in the amount of two hundred twenty one thousand, six hundred sixty dollars (\$221,660) for the period from July 1, 2023 through June 30, 2024 payable in 26 installments. In addition to the amount specified above, the Assistant Superintendent for Special Services may elect to reduce her cash compensation as specified above by up to \$10,000 (or any larger amount permitted under the Internal Revenue Code for tax-sheltered annuity contracts) pursuant to a legally binding salary reduction agreement, with that amount being deposited by the Board to a tax-sheltered annuity contract under the plan available to Board employees generally in accordance with Sections 403(b) and 457(b) of the Internal Revenue Code as amended.

The Superintendent shall recommend the salary for the subsequent twelve-month period from July 1, 2024 through June 30, 2025 to the Board. Any salary adjustments shall be discussed by the parties prior to the commencement of the period in which the adjustment is applicable, provided, however, that if no salary adjustment is agreed upon, then the current salary shall continue to remain in place. This practice will also be followed for the twelve-month period from July 1, 2025 through June 30, 2026.

For purposes of reporting the salary of the Assistant Superintendent for Special Services to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the base salary (\$221,660) of the Assistant Superintendent for Special.

V. INSURANCE AND OTHER BENEFITS:

- A. A cash payment shall be made in the annual sum of \$1500 payable in a lump sum in each fiscal year covered by this agreement to a tax-sheltered annuity contract selected by the Assistant Superintendent for Special Services in accordance with Sections 403(b) and 457(b) of the Internal Revenue code, as amended. The Board agrees to purchase a tax-sheltered annuity contract referred to above pursuant to a plan that satisfies section 403(b) and Section 457(b) of the Internal Revenue Code and any regulations promulgated thereunder.
- B. The Assistant Superintendent for Special Services shall receive life and health insurance coverage as provided to members of the administrators' bargaining unit.
- C. In addition, the Assistant Superintendent for Special Services shall be covered by an income continuation/long-term disability benefit, funded by the Board, which would compensate her for up to 60% of her current salary with of cap of \$6,500 per month, provided that such income continuation/long-term disability benefit shall be subject to the terms and conditions of the Board's long-term disability policy except the dollar amount of the income continuation benefit which shall be as stated herein.

VI. SICK LEAVE:

- A. The Assistant Superintendent for Special Services shall be granted twenty-one (21) days of regular sick leave per year cumulative to 200 days. Any sick leave days in excess of 21 used by the Assistant Superintendent for Special Services during any contract year shall be applied against and shall reduce accumulated sick leave.
- B. The Assistant Superintendent for Special Services shall be granted ninety (90) days reserve sick leave upon entering employment. For each day of regular sick leave accumulated, one day of reserve shall be lost.
- C. The Assistant Superintendent for Special Services shall receive three (3) personal business days and holidays as outlined in the annual school district calendar. If the Assistant Superintendent for Special Services has accumulated fewer than 200 sick days and personal business days, unused personal business days will be added to the individual's accumulated sick leave at the end of the school year, except that it is understood that the total accumulation of sick days and personal days shall not exceed 200 days.
- D. No payment for days of reserve or accumulated regular sick leave shall be made when the employment of the Assistant Superintendent for Special Services ends for any reason.

VII. CRITICAL ILLNESS OR DEATH IN THE IMMEDIATE FAMILY:

Five (5) days absence with full pay will be allowed in any one school year for critical illness or death in the immediate family. Critical illness shall normally be defined as a situation in which the family member is seriously ill to the extent that life is in peril.

Immediate family means spouse, children, members of the same household, parents, siblings, grandparents, brother-in-law, sister-in-law, mother-in-law, and father-in-law.

An additional five (5) days will be allowed in any one school year for critical illness or death in the immediate family as described above and shall be charged against the Assistant Superintendent's accumulated sick leave.

These provisions do not deprive the Superintendent of his or her prerogative to grant additional days under any of the above categories, if the Superintendent, in his or her sole discretion, deems it to be appropriate.

VIII. VACATION:

- A. The Assistant Superintendent for Special Services shall receive twenty-five (25) days of vacation annually in addition to the holidays designated on the District calendar when school offices will be closed.
- B. With the written approval of the Superintendent, the Assistant Superintendent for Special Services may carry over into the current fiscal year eight (8) unused vacation days which were earned in the fiscal year immediately preceding. Unused vacation days from prior fiscal years shall be forfeited.

IX. TRAVEL:

Effective July 1, 2017, and thereafter, travel/gasoline expenses will be reimbursed at the rate of \$250 per month.

X. CERTIFICATION:

The Assistant Superintendent for Special Services shall obtain and maintain appropriate certification (092 & 065) from the State of Connecticut Department of Education. In the event that the State of Connecticut imposes any new or additional requirements, qualifications or certifications for the position of the Assistant Superintendent for Special Services under this Agreement, the Assistant Superintendent for Special Services shall take all necessary and appropriate steps to acquire and maintain any newly-required State certification or qualification. Given that appropriate certification of the Assistant Superintendent is required for her to perform her duties under this Agreement, if at any time the Assistant Superintendent is no longer properly certified for her position, the Superintendent may immediately terminate this Agreement.

XI. OUTSIDE PROFESSIONAL ACTIVITIES:

The Board expects the Assistant Superintendent for Special Services to continue her professional development and expects her to participate in relevant learning experiences. With prior approval from the Superintendent, the Assistant Superintendent for Special Services shall attend appropriate professional meetings at the local, State, and national level, the expenses in conjunction with said attendance to be incurred by the Board. Vouchers for such expenses shall be processed monthly.

XII. EVALUATION:

The Superintendent of Schools shall evaluate the Assistant Superintendent for Special Services annually in accordance with statute. The parties recognize that the evaluation process deals with personal qualities of the Assistant Superintendent for Special Services in which she has a legitimate privacy interest. In accordance with Conn. Gen. Stat. Section 10-151c, records of the performance and evaluation of the Assistant Superintendent for Special Services shall not be considered public records and may be released only upon her written authorization.

XIII. TERMINATION:

- A. This Agreement shall terminate and the obligations and covenants of the parties hereunder shall terminate upon the expiration of the term of this Agreement. The Assistant Superintendent for Special Services acknowledges that there is no right of continued employment as Assistant Superintendent for Special Services for any period of time after the date of termination.
- B. The Board may terminate this Agreement for due and sufficient cause at any time after (1) the Superintendent has provided written notice to the Assistant Superintendent for Special Services specifying such due and sufficient cause, and (2) upon the written request of the Assistant Superintendent for Special Services to the Board within one week following receipt of such notice, a hearing before the Board.
- C. Upon the recommendation of the Superintendent, the Board may terminate the employment of the Assistant Superintendent for Special Services at any time in

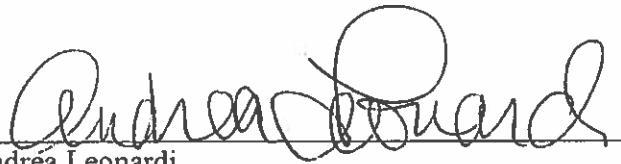
accordance with the Conn. Gen. Stat. Section 10-151, and upon such action this separate Agreement shall also terminate.

- D. The Assistant Superintendent for Special Services may terminate this agreement during its term upon written notification at least two months prior to the effective date of resignation. Such period may be waived by mutual agreement.

XIV. GENERAL PROVISIONS:

- A. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, but shall remain in full force and effect.
- B. This Agreement contains the entire agreement between the parties, and may not be amended except in writing duly executed by both parties.
- C. This Agreement shall be construed and the laws of the State of Connecticut hereunder shall govern the rights of the parties.
- D. This Agreement may be executed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 1st day of June 2023.


Andrea Leonardi
ASSISTANT SUPERINTENDENT FOR SPECIAL SERVICES


Ruth DeLuca
CHAIRMAN, WILTON BOARD OF EDUCATION