

EMPLOYMENT AGREEMENT

PREAMBLE

- A. THIS AGREEMENT IS MADE AND ENTERED INTO this 1st day of ~~November~~ ^{August} 2019 by and between the Thompson Board of Education of the Town of Thompson located within the State of Connecticut (hereinafter referred to as the "Board") and Melinda Smith, of the Town of Pascoag, State of Rhode Island (hereinafter referred to as the "Superintendent").
- B. In accordance with the provisions of this Agreement, the Board does hereby employ Melinda Smith as Superintendent of Schools, and Melinda Smith does hereby accept employment as Superintendent for the Board under the terms and conditions hereinafter set forth in this Agreement.
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ARTICLE I

CERTIFICATION

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

ARTICLE II

DUTIES

- A. The Superintendent shall serve as the chief executive officer for the Board. In harmony with the policies of the Board, State Laws, and State Board of Education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She 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.
- B. The Superintendent, or her designee as approved by the Board, shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to her own employment are under consideration (unless the Board

invites the Superintendent to participate in such deliberations), or unless her participation is deemed inappropriate for other reasons (e.g. deliberations concerning an expulsion matter). The Superintendent shall receive notice of all Board committee meetings, and she or her designee as approved by the Board shall attend such meetings as directed by the Board.

ARTICLE III

TERM

- A. This Agreement shall become effective July 1, 2019 and shall remain in effect through June 30, 2022. 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 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 Board and the Superintendent, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.
- B. On or before July 1, 2020, the Superintendent may request that the Board vote with respect to whether the Board wishes to enter into a new Agreement beyond the terms of this Agreement.

ARTICLE IV

COMPENSATION

- A. The base salary of the Superintendent for the 2019-2022 fiscal year, retroactive to July 1, 2019, shall be One Hundred Sixty-Six Thousand and Forty Dollars and No Cents (\$166,040.00) paid in periodic payments in accordance with the established pay dates for the school district, with a retroactive payment calculated and dispersed in accordance with the Agreement.
- B. The base salary for any subsequent fiscal year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term. The parties recognize that any change in base salary for any subsequent year of this Agreement may be based on the Superintendent's performance in the prior year in the event that the Board of Education determines that the Superintendent has, in the prior fiscal year, met the criteria set forth in the performance based pay plan offered to certified administrators employed by the Board. If no agreement concerning base salary for any subsequent fiscal year is reached, the Superintendent's salary shall continue at the rate of the preceding year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract. If an agreement concerning salary is reached after July 1st of any year, the Board shall make a retroactive payment to the Superintendent, for any pay period that occurred prior to

reaching agreement on salary, with such payment to constitute the pro-rata difference in the previous year's salary and the salary for the succeeding year. The annual base salary for the Superintendent shall be subject to required deductions for the State Teachers' Retirement Fund, withholding taxes, medical cost sharing, and other agreed to deductions which the Superintendent may authorize in writing. Salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Superintendent.

C. Tax-Deferred Annuity Contribution

The Superintendent may elect each year to reduce her cash compensation as specified in (A) above by an amount that does not exceed the applicable dollar limit set forth in Section 402(g) of the Internal Revenue Code, pursuant to a legally binding salary reduction agreement, with that amount being contributed in periodic installments processed through payroll on a pre-tax basis to a tax-sheltered annuity contract under a 403(b) plan in accordance with Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended. Said compensation is 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.

ARTICLE V

FRINGE BENEFITS AND WORKING CONDITIONS

A. PERSONAL DAYS

The Board shall provide the Superintendent with six (6) personal days per year with pay for personal reasons, to be used to attend to personal business that cannot be scheduled at times when school is not in session.

B. SICK LEAVE

1. The Board shall grant the Superintendent medical sick leave with full pay up to fifteen (15) working days in each year.
2. Unused sick leave shall be accumulated from year to year while the Superintendent remains in continuous employment by the Board, to a maximum of one hundred eighty-three (183) days.
3. Unused sick days shall not be compensated when employment terminates.

C. BEREAVEMENT LEAVE

1. Bereavement leave shall consist of four (4) consecutive school days for each death in the immediate family. The immediate family means spouse, son, daughter, parent, brother, sister, grandparents, grandchildren, foster parents, or spouse's immediate family. This leave must be concluded within five (5) days following the death, unless a memorial service is planned at a later time.
2. The Board may, in its discretion, grant bereavement leave, paid or unpaid, for the deaths of individuals other than those identified above.

D. CONFERENCE LEAVE/TRAVEL AND EXPENSE STIPENDS

1. The Board encourages the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. The Superintendent shall be reimbursed for appropriate courses approved by the Board in advance and shall attend appropriate professional meetings, clinics, participate in school evaluations and conferences at the local county, state, regional, and national level, the expenses of said attendance to be incurred by the Board, when such expenses are included with in the district budget.
2. The Board shall reimburse the Superintendent for documented mileage for travel out of the district, incurred in the course of her employment, at the prevailing IRS rate per mile. Such mileage shall be substantiated in accordance with district procedures.

E. ANNUAL ADMINISTRATIVE WORK SCHEDULE

1. The Superintendent shall work a twelve (12) month year with one month (22 days) of vacation plus regular school vacations. In the event the Superintendent resigns her position prior to June 30⁶ in any year of this Agreement, vacation will be calculated on a quarterly basis based on a pro-rata accrual, with the Superintendent accruing seven (7) days on July 1st, five (5) days on October 1st, five (5) days on January 1st, and five (5) days on April 1st. Any used, but not accrued, vacation time will be charged back to the Superintendent, and deducted from the Superintendent's final paycheck.
2. Such vacation must be taken within the fiscal year earned. Vacation leave must be approved by the Board Chairperson at least one (1) week in advance of the Superintendent's taking of vacation leave. Vacation time may not be carried over to another year except by prior approval of the Board.

F. INSURANCE BENEFITS

1. Health, Vision and Dental Insurance: On behalf of herself and any eligible dependents, the Superintendent may elect to participate in any of the health, vision or dental insurance plans provided for employees of the Board. If the Superintendent elects the Century Preferred insurance coverage (if offered by the Board), the Board shall pay eighty-five percent (85%) of the premium costs for such coverage, and the Superintendent shall pay fifteen percent (15%). If the Superintendent elects the High Deductible Health Care Plan insurance coverage (if offered by the Board), the Board shall pay ninety-five percent (95%) of the premium costs for such coverage, and the Superintendent shall pay five percent (5%). If the Board offers any other type of health, dental or vision care insurance other than those described in this paragraph, the Board shall pay eighty-five percent (85%) of the premium costs for such coverage, and the Superintendent shall pay fifteen percent (15%). Any portion of premiums for such insurance for which the Superintendent is responsible shall be paid by the Superintendent through payroll deduction.
2. In any year of this Agreement, the Superintendent may elect to waive, in writing, the insurance coverages provided above in paragraph 1 of this Article, and in lieu thereof may receive an annual payment of Four Thousand Five Hundred Dollars and No Cents (\$4,500.00) from the Board. Such payment will be issued with the payroll issued on or around June 30th of the year. In order to receive such payment, the Superintendent must complete and submit a form provided by the Board indicating her intent not to participate in the Board's insurance coverages, no later than June 1 of each year. The Superintendent may elect to resume Board provided insurance coverages upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the Superintendent shall only receive a pro-rated portion of the waiver stipend provided under this section.
3. Life Insurance. The Board will provide the Superintendent with group term life insurance coverage in the amount of two times her annual salary, subject to the eligibility requirements of the carrier(s).

ARTICLE VI

OUTSIDE ACTIVITIES

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Thompson Public Schools. Out-of-pocket expenses, as provided for in the district budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities.

- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents and the American Association of School Administrators. In addition, 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 Chairperson of the Board, and provided for in the district's budget.
- C. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of her responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, she shall provide the Chairperson written notice of such activities.

ARTICLE VII

EVALUATION

- A. In accordance with the procedures set forth below, the Board shall evaluate and assess in writing the performance of the 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 Superintendent for the year in question. Any deadline within this Article VI of this Agreement may be extended by mutual agreement evidenced in writing.
- B. Goals and Objectives. It is the intention of the parties to work cooperatively to develop goals and objectives for the Superintendent, in accordance with the procedures set forth in this paragraph. Prior to June 30th of any year of this Agreement, the Board and the Superintendent will develop goals and objectives for the coming school year. Should the Board and the Superintendent be unable to agree on such goals and objectives, the Board will develop goals and objectives for the year, which goals and objectives shall be reasonably related to the educational interests of the school district.
- C. Evaluation Process. In each contract year, the Board shall meet with the Superintendent by January 15th of each year to informally evaluate the Superintendent. By May 21st of each year, the Superintendent shall complete a self-evaluation of his performance for the Board and deliver same to the Board. Between seven (7) and fourteen (14) days of receipt of the Superintendent's self-evaluation, the Board shall meet with the Superintendent to discuss same. The Board shall evaluate the Superintendent no later than June 30th of each contract year of this Agreement. The Board shall deliver a copy of its written evaluation of the Superintendent within thirty (30) days of its completion. The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30)

days of delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

- D. Performance Improvement. 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 in executive session with the Superintendent and endeavor to assist the Superintendent in improving her 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, and a copy of any written report shall be provided to the Superintendent.

ARTICLE VIII

TERMINATION OF AGREEMENT

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days to the Chairperson of the Board; 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 the execution of the new agreement shall serve to terminate the prior agreement between the parties.
- C. The Board may terminate the contract of employment of the Superintendent during the term of this Agreement for good and sufficient cause, provided, however, that the Board does not arbitrarily or capriciously call for the Superintendent's dismissal.
- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.
- E. In the event the Board seeks to terminate this Agreement for good and sufficient cause, 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 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.

- F. 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.
- G. Any time limits established herein may be waived by mutual written agreement of the parties.
- H. The Board, at its option, may terminate this Agreement at any time for any reason unilaterally, not for cause within the meaning of paragraph (C) above. In such event, the Board shall pay to the Superintendent a severance benefit equal to twelve (12) months' salary or salary for the remainder of the contract term (but in any event, no less than three (3) months' salary). The notice and hearing provisions set forth in Section (E) above shall not apply to a termination pursuant to this Section H.
- I. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.

ARTICLE IX

GENERAL PROVISIONS

- A. If any part of 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. 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.
- C. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Superintendent shall be sent to her at her home address.
- D. This agreement is being executed on behalf of the Board by William Witkowski, Chairperson, pursuant to a vote taken by the Board on October 23, 2019, authorizing these terms and conditions of employment for the Superintendent of Schools.

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

THOMPSON BOARD OF EDUCATION

BY: 

DATE: 11/13/19

SUPERINTENDENT OF SCHOOLS

BY: 

DATE: 11/13/19