

Farmington Board of Education, Farmington, Connecticut

Employment Contract for the Superintendent of Schools

July 1, 2018-June 30, 2021

It is hereby agreed, by and between the Board of Education of the Town of Farmington, Connecticut (hereinafter called the "Board") and Kathleen C. Greider (hereinafter called the "Superintendent") that the said Board, in accordance with its action by ballot pursuant to Section 10-157 of the Connecticut General Statutes, on December 14, 2008 has and does hereby employ the said Kathleen C. Greider as Superintendent of Schools of Farmington and that Kathleen C. Greider hereby accepts employment as Superintendent of Schools of Farmington upon the terms and conditions hereinafter set forth.

1. CERTIFICATE

The Superintendent must meet all certification requirements of the State of Connecticut.

2. DUTIES

The Superintendent of Schools is the Chief Executive Officer of the Board. In harmony with the policies of the Board of Education, the State Laws, and the 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 where 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.

The Superintendent 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. The Superintendent shall receive notice of

all Board committee meetings and she or her designee may attend such meeting except when matters relating to her own employment are under consideration.

3. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent may undertake speaking engagements, teaching, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of her responsibilities as Superintendent.

4. TERM

The term of said employment is from July 1, 2018 through June 30, 2021. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 8 of this agreement shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

5. BASE SALARY

The annual base salary of the Superintendent shall be shall be the sum of the amounts in (A)(1) and (A)(2) below, as follows:

A. (1) Two hundred forty three thousand two hundred sixty seven dollars (\$243,267.00) for the period July 1, 2018 through June 30, 2019.

(2) An additional amount of ten thousand eight hundred ten dollars (\$15,810.00) for the period July 1, 2018 to June 30, 2019 payable in periodic installments in accordance with the established pay dates of the Board, as to which amount the Superintendent will then arrange pursuant to a salary reduction agreement to have contributed as an elective deferral on a pre-tax basis as permitted by Internal Revenue Code Section 403(b), as amended, including the catch-up limit of IRC Section 414(v), toward the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice or as a contribution into a 403(b)(7) custodial account pursuant to the Board's 403(b) Plan available to

Board employees in accordance with Section 403(b) of the Internal Revenue Code, as amended, provided said amount shall in no event exceed the applicable IRS dollar limits set forth in Sections 403(b) and 414(v) of the Internal Revenue Code for said year.

(3) For the purposes of reporting the Superintendent's annual base salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of her annual base salary, as specified in Part A of this Section 5, without regard to any further salary reduction elected by the Superintendent pursuant to Parts C and D of this Section 5.

B. For the period commencing July 1, 2019, an amount as determined by the Board after negotiation with the Superintendent commencing no later than June 1, 2019, which amount shall not be lower than the prior fiscal year, including those amounts set forth in this paragraph and below. At that time, the parties shall discuss whether to extend this contract in a manner that will result in a new contract, commencing July 1, 2019.

C. In addition, to the extent that the amount of the elective deferral contributed in Part A, Subsection 2 of this Section 5 does not exceed the applicable IRS dollar limits set forth in Sections 402(g) and 414(v) of the Internal Revenue Code for the calendar year, then the Superintendent may elect to further reduce the cash portion of her salary for that year as set forth in Part A, Subsection 1 of this Section 5 on a pre-tax basis pursuant to a legally binding salary reduction agreement, and contribute that salary reduction amount toward the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice or as a contribution into a 403(b)(7) custodial account pursuant to the

Board's 403(b) Plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code, as amended, provided said amount, when added to the applicable amount in Part A, Subsection 2 of this Section 5, shall not exceed the applicable IRS dollar limits set forth in Sections 403(b) and 414(v) of the Internal Revenue Code for said year.

D. In addition, the Superintendent may elect each year to reduce the cash portion of her salary for that year as set forth in Part A, Subsection 1 of this Section 5, on a pre-tax basis pursuant to a legally binding salary reduction agreement and contribute that salary reduction amount as an annual deferral to a Section 457 Plan of the Board that meets the requirements of an eligible deferred compensation plan as defined in the applicable regulations issued by the Internal Revenue Service, provided said amount shall not exceed the applicable IRS dollar limits set forth in Sections 457(e) and 414(v) of the Internal Revenue Code for said year.

6. FRINGE BENEFITS

The Superintendent shall receive fringe benefits in accordance with applicable District plans as follows:

A. Upon her written election, the Board shall provide the Superintendent with family medical and dental insurance as described in applicable district plans for school administrators in effect when this agreement is executed. At the time this Agreement is executed, the Superintendent waives such health insurance benefits.

B. The Board shall pay premiums on term life insurance on the life of the Superintendent at the amount equal to four (4) times the base salary of the

Superintendent. When on business related travel, an additional \$150,000 of Life Insurance will be provided.

C. The Superintendent shall be entitled to (20) twenty sick days per year with an accumulation up to 225 days. In the event of a prolonged disability by reason of illness, accident or other causes beyond her control, the Superintendent will receive full salary for 180 days in conjunction with the District's Long Term Disability plan provided for the Superintendent and other administrators.

D. The Board shall provide the Superintendent with twenty-five vacation days annually, exclusive of legal holidays (cumulative to 50 work days).

E. The Board shall pay the Superintendent an allowance in the amount of \$400 per month to reimburse her for operating expenses related to the Superintendent's personal automobile for official business use.

F. The Superintendent shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. The Board shall pay costs associated with participation at such meetings or professional development activities within the limitations of the overall approved budget.

G. When the Superintendent retires after completing 15 years of administrative service in the Farmington Public Schools and is entitled to immediate benefits under the Connecticut State Teacher's Retirement System, the Board will provide a one-time severance benefit payment of twenty thousand dollars (\$20,000) with an additional \$600 for each year of administrative service beyond 15 years, not to exceed \$30,000 payable in the manner, and treated, as described below.

1. Payable over three years in equal installments in July of the three succeeding fiscal years following retirement.
2. Other manner mutually agreed to between the Superintendent and the Board, but only to the extent that the applicable requirements of Section 409A of the Internal Revenue Code are met.
3. Said benefit is intended to be excluded from Section 457 of the Internal Revenue Code as a severance pay plan.

In the event of the Superintendent's death the unpaid balance of the above will be paid to the Superintendent's estate.

H. The Superintendent shall have a comprehensive medical examination every other year. A statement from the examining physician certifying to the physical competency of the Superintendent to perform her duties shall be filed with the Secretary of the Board and treated as confidential information by the Board. The entire cost of said medical examination report shall be borne by the Board.

I. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under State law, except that in no case will individual Board members be considered personally liable for indemnifying the

Superintendent against such demands, claims, suits, actions, and legal proceedings.

J. The Board shall reimburse the Superintendent the sum of up to one hundred dollars (\$100) per month for miscellaneous, professional expenses necessary to carry out her responsibilities. Such payments shall be in addition to professional meeting expenses paid or reimbursed in accordance with paragraph F of this agreement.

K. The Board shall provide a mobile phone/communication device and pay operating expenses for official business and reasonable personal use.

L. The Superintendent shall be entitled to all benefits not enumerated in this contract that are provided to members of the administrator's bargaining unit in accordance with the collective bargaining agreement between the Board and the Farmington Association of School Administrators at the time this agreement is executed.

7. EVALUATION FORMAT

The Board shall evaluate and assess the performance of the Superintendent at least annually during the term of this Agreement. Said evaluation and assessment shall be reasonably related to the goals and objectives established by the school system for the year in question. The evaluation format shall be reasonably objective and shall contain at least the following evaluation criteria: Board-Superintendent relations, accomplishment of school system goals and objectives, educational leadership, human resource development/management, stakeholder participation and satisfaction, strategic and financial planning, and personal qualities

8. EVALUATION PROCESS

The Board shall agree on a mutually agreeable evaluation format. The Board, in Executive Session, shall evaluate the Superintendent pursuant thereto within ninety (90) days, but not less than sixty (60) days prior to the expiration of each year during the term of this agreement.

In the event that the Board determines, under the evaluation format, that the performance of the Superintendent is deficient in any respect, it may describe, in reasonable detail, said deficient performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be deficient and all other instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion and 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, in Executive Session, shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated performance, in whole or in part, to be deficient, the Chairperson of the Board may appoint a committee of not less 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 in writing to the full Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) days. Thereafter, the Board may continue the committee and require additional reports where necessary.

9. TERMINATION

A. This Agreement shall terminate, if not sooner terminated pursuant to paragraph (B) or (C) of this section 9, on June 30, 2020 unless renewed or extended by a written agreement executed by the party's prior thereto. Upon termination or resignation for any reason, the Superintendent will be entitled to payment for accumulated vacation days and continuance of medical, major medical, hospital and drug benefits and life insurance coverage as provided in this Agreement for a period of six months following the date of termination or until the Superintendent has assumed a full-time position, whichever is earlier. If termination is the result of medical disability, the Superintendent will be paid for accumulated sick leave not to exceed 225 days.

B. Resignation. The Superintendent may resign by written notice to the Board at least ninety (90) days in advance of the effective date of resignation.

C. Termination for Cause.

1. The Board may terminate this Agreement at any time, subject to the conditions hereinafter said forth for any one or more of the following reasons:

- (a) Inefficiency or incompetence
- (b) Insubordination against reasonable rules of the Board of Education
- (c) Moral misconduct
- (d) Disability as shown by competent medical evidence
- (e) Other due and sufficient cause

2. The procedure to be followed to effect termination pursuant to this paragraph (C) shall be as follows: the Board shall send the Superintendent a written notice that the termination of her contract is under consideration. A written statement of reasons shall accompany such notice. Within fifteen (15) days after receipt from the Board of written notice that her

contract termination is under consideration, the Superintendent may file a written request with the Board 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.

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

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

10. GENERAL PROVISIONS

A. If any part of this Agreement is invalid, it shall not affect the remainder of said Agreement; but said remainder shall be binding and effective against all parties.

B. This contract contains the entire agreement between the parties. It may not be amended orally, but may be amended by an agreement, in writing, signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties