

LITCHFIELD PUBLIC SCHOOLS

SUPERINTENDENT'S AGREEMENT (2018 -2020)

Subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, it is hereby agreed by and between the Board of Education of the Town of Litchfield (hereinafter "the Board") and SHERRI TURNER that the Board in accordance with its vote on September 14, 2018, hereby employs Sherri Turner as Superintendent of Schools for the Town of Litchfield and that Sherri Turner (hereinafter "the Superintendent") hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

1. CERTIFICATION

Prior to commencing work under this agreement, and at all times during the term of this agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

2. DUTIES

The Superintendent shall serve as the chief executive officer of the Board. In harmony with the policies of the Board of Education, and federal and state laws and regulations, the Superintendent has executive authority over the school systems 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. 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.

3. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations provided such activities do not interfere with her responsibilities as Superintendent, and provided that the Superintendent notifies the Board Chair prior to engaging in such activities.

4. TERM

- A. This agreement shall become effective on or before July 1, 2018 and shall remain in effect through and including June 30, 2020.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this agreement.

5. BASE SALARY

As used in this agreement, the terms “year” and “agreement year” shall be defined as the fiscal year, which begins on July 1 and ends on June 30. All components of the Superintendent’s base salary as set forth in the agreement shall be pro-rated for partial years of service as Superintendent.

The Superintendent’s base annual salary shall consist of the following components during each year of this agreement:

- A. A cash component for each year of the agreement, in the amounts set forth below:

<u>Agreement Year</u>	<u>Cash Component</u>
2018-2019	One Hundred Sixty-One Thousand Seven Hundred and Eighty-Seven Dollars (\$161,787)
2019-2020	One Hundred Sixty-Five Thousand Four Hundred Twenty-Seven Dollars (\$165,427) or 2.25% increase.

The cash component shall be paid in equal installments in accordance with the procedures governing payment of certified staff members employed by the Board.

- B. A contribution by the Board into tax-deferred annuity in the amount of five percent (5%) of the cash component for each year of the agreement. The annuity portion of the Superintendent’s base salary shall be deposited in equal monthly installments in a tax-deferred annuity selected in consultation with the Superintendent.

6. BENEFITS

The benefits set forth in this agreement shall be pro-rated for partial years of service as Superintendent.

- A. The Superintendent shall be entitled to fifteen (15) days of paid sick leave for each year of this agreement. Unused sick leave may accumulate to a total of one hundred and twenty (120) days. It is agreed that the Superintendent begins her employment in Litchfield with this agreement on or before June 17th, 2016 with one hundred (100) days of accumulated sick leave.
- B. The Board shall provide the Superintendent with two hundred and fifty thousand (\$250,000) dollar group term life insurance policy for the Superintendent and will pay the full annual premium for this insurance. Upon the Superintendent’s retirement with a minimum of five (5) years of service with the Litchfield Public School District and under the CSTRS (Connecticut State Teacher Retirement System), the Board will

continue to provide this benefit and pay the annual premiums until the Superintendent reaches sixty-seven (67) years of age at which time the Superintendent may, if she chooses, continue coverage, at an amount to be determined, under the Board's group policy at her own expense at the employee group rate.

- C. The Superintendent shall be entitled to twenty-five (25) days of paid vacation in each year of this agreement.
- D. The Superintendent shall be reimbursed for the use of her automobile for meetings and other non-commuting school business at the mileage rate established by the Internal Revenue Service.
- E. The Superintendent shall have the right to enroll herself and her eligible dependents in the health and/or dental insurance plans provided for certified administrators employed by the Board. In the event of such enrollment, the Superintendent shall pay ten percent (10%) of the costs for such insurance through payroll deduction. The Superintendent shall have the right to make such insurance contributions on a pre-tax basis under the district's Section 125 plan, to the extent permitted by law. If the Superintendent agrees to waive health insurance coverage for the year she will receive payment of \$4,000 for waiving single or \$8,000 for waiving dual or family coverage.
- F. Participation in any of the insurance plans described in this agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for insurance coverage at any time during the term of this agreement.
- G. Upon retirement from the Litchfield Public Schools under the Connecticut State Teacher Retirement System, the Superintendent, if her employment with the Litchfield Public Schools is at least seven (7) years, will be provided at Board expense:
 - 1) The cost of health and dental insurance coverage for her and her spouse under one of the plans offered by the Board to actively employed administrators, less the contribution from the Connecticut State Teacher Retirement Board, until eligible for Medicare; or,
 - 2) \$5,000 annual payment until eligible for Medicare, age sixty-five, or for five years immediately following retirement, whichever is less.

7. EVALUATION FORMAT

The Board shall evaluate and assess in writing the performance of the Superintendent 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 the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. If the Board and the Superintendent 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, community relations, personnel relations, educational program, business matters, professional leadership and integrity. The evaluation format shall provide for a rating system both as to overall performance and the specific criteria set forth in the evaluation format.

8. EVALUATION

The Board in executive session shall evaluate the Superintendent no later than May 31st of each year of this agreement, unless otherwise agreed between the Board and the Superintendent. In the event the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe in writing with reasonable detail said deficient performance indicating specific examples where appropriate. 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 the Superintendent no later than June 30th of each year of the agreement. 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 the Superintendent's performance to be deficient, in whole or in part, or has made recommendations as to areas of improvement, the Board Chair shall appoint a committee of not less than two members of the Board to meet in executive session with the Superintendent in an effort to assist her in improving her performance. Said committee shall report in writing to the Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) days of such meeting with the Superintendent. Thereafter, the Board may continue the committee and require additional reports when necessary.

9. TERMINATION

- A. The parties may, by mutual consent, terminate this agreement at any time.
- B. The Superintendent shall be entitled to terminate this agreement upon written notice of ninety (90) days.
- C. The Board may terminate this agreement prior to its expiration 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 the Superintendent unable to carry out the essential functions of her job, 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 the Superintendent written notice that termination of her agreement 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 agreement 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 (2) 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 the Superintendent, setting forth the reasons and evidence for its decision. The Board's decision shall be based on the evidence presented at the hearing. 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.

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

10. 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 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.
- C. This agreement shall be construed under the laws of the State of Connecticut.


IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year set forth below.



Gayle Carr, Chair, Litchfield Board of Education



Date



Sherri Turner, Superintendent of Schools



Date