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CONTRACT  
between  
THE SUPERINTENDENT OF SCHOOLS  
and

COLEBROOK TOWN CLERK

THE BOARD OF EDUCATION OF REGIONAL SCHOOL DISTRICT NO. 7

It is hereby agreed by and between the Board of Education of Regional School District No. 7 (hereinafter called the "Board") and Dr. Judith A. Palmer, that the Board in accordance with its vote pursuant to Connecticut General Statutes §10-157 on the 10th day of May, 2017, has and does hereby employ the said Judith A. Palmer as Superintendent of Schools of Regional School District No. 7 and Judith A. Palmer (hereinafter called the "Superintendent") hereby accepts employment as Superintendent of Schools of Regional School District No. 7 upon the terms and conditions hereinafter set forth.

- I. **Duties.** It shall be the responsibility of the Superintendent to meet all of the performance requirements set forth in her job description as well as those requirements specified in Board policy, in particular, the Board's policy on "Board-Superintendent Relations" (Approved 10/26/76 and Amended 11/28/89 and 7/20/10).

The Superintendent is the chief executive official of the Board. In harmony with the policies of the Board of Education and State law, 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 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. 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 or her designees 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. The Superintendent shall receive notice of all Board committee meetings and she or her designee may attend such meetings.

- II. **Professional Development.** In any year the Superintendent is employed by Regional School District No. 7, the Board shall pay for the Superintendent's attendance at the annual national superintendent's conference at the then current Regional School District No. 7 per diem allowances. Requests to attend and participate in additional professional development courses or seminars or programs, may be presented to the Board by the Superintendent and the Board will grant such requests at its discretion within available resources. The Board encourages such requests.
- III. **Term.** The term of employment under this Agreement is for three years, from July 1, 2017 to June 30, 2020. The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent's employment for an additional period of time.

Prior to the end of the first year of this three-year agreement, the Board, at the request of the Superintendent, shall vote for a new agreement. At least three (3) months prior to the end of the first year of this three-year agreement, the Superintendent shall notify the Board of this contractual requirement and shall provide the Board with a copy of this contract clause.

If necessary, prior to the end of the second year of this three-year agreement, the Board shall vote for a new agreement. At least three (3) months prior to the end of the second year of this three-year agreement, the Superintendent shall notify the Board of this contractual requirement and shall provide the Board with a copy of this contract clause.

In the event that the Superintendent is hired for a new term, a new contract of employment shall be executed by the parties to supersede this Agreement. At no time shall the Superintendent be under contract or contracts to the Board for a period greater than three (3) years.

Notwithstanding anything in this Section to the contrary, the provisions of Section VIII shall take precedence and the Superintendent's employment may be terminated under the provisions of said Section VIII.

**IV. Salary Compensation.** The total base salary compensation shall be subject to the State Teacher Retirement Board contribution to the extent allowed by law. The salary compensation for subsequent years shall be as negotiated between the Board and the Superintendent. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become part of the Agreement provided, however, that any such amendment shall not be considered to be the execution of a new Agreement or an extension of the term of this Agreement. If no agreement concerning salary is reached, the Superintendent's salary shall continue at the rate for the preceding year until an agreement is reached. Under no circumstances shall the salary compensation for subsequent years under this Agreement be less than the salary compensation for the prior year.

**A. BASE SALARY FOR THE 2017-2018 SCHOOL YEAR:**

1. An annualized salary of one hundred and fifty four thousand five hundred and seventy two dollars (\$159,209.00).
2. As an additional amount, the Board shall pay an amount equivalent to 6% of the aforementioned annual salary on behalf of the Superintendent to a Tax Sheltered Annuity of her choice, in accordance with Section 403(b) of the Internal Revenue Code, as amended.

Salary compensation rendered under any new Agreement executed as a result of an election of the Superintendent shall be negotiated by the Board and the Superintendent

prior to the commencement of the new term of employment. Under no circumstances shall salary compensation for the subsequent years under such a new contract be less than the salary compensation for the prior year.

**V. Fringe Benefits and Working Conditions.**

The following benefits shall be effective with the commencement of employment:

- A. The Board shall provide the Superintendent with twenty (20) sick days in each year of the agreement cumulative to two hundred twenty (220) days. The Superintendent shall not be paid for unused sick days at the time of termination. The Board agrees that the Superintendent begins this contract with all twenty (20) of her initial allotment of sick days available for use. Unused sick days are not to be subject to payment at termination of contract.
- B. The Board shall provide the Superintendent with twenty-five (25) vacation days annually, exclusive of holidays. Unused vacation days may not be accumulated. The Superintendent may, however, request that unused vacation days carry-over into a subsequent contract year.
- C. The Board shall provide the Superintendent with two (2) personal days annually in order to conduct pressing personal business that cannot be conducted at any other time. Personal days may not be accumulated.
- D. The Board will provide the Superintendent and eligible members of her family with comprehensive health insurance benefits subject to a percentage of premium cost sharing as follows: twenty two percent (22%) for 2017-2018. Contract years 2018-2019 and 2019-2020 will be negotiated on an annual basis.
  - 1. A High Deductible Health Care Plan ("HDHP") with a Health Savings Account ("HSA") (individual lifetime maximum of \$1,000,000 out of network, unlimited in network); \$2,000 individual/\$4,000 family deductible, co-insurance of 100% in network, 80%/20% out of network, and subject to applicable prior authorization requirements in accordance with the general plan description. Drugs: 100% coverage/no co-pay after exhaustion of deductible if in network, 20% coverage if out of network. The Board shall fund 75% of the deductible (whether individual or family deductible).

If there is any difference between this document and the insurance contract, the provisions of the insurance contract will prevail.

- 2. Flexible Dental Plan for the Superintendent and family members with \$50.00 individual and \$150.00 family deductible with 80/20 co-insurance up to \$1,000.00 per person.

- E. The Superintendent shall be reimbursed for out-of-pocket expenses incurred in the performance of her professional duties within budget limitations, including but not limited to reimbursement for use of her cell phone in the performance of said duties. The Superintendent shall be reimbursed for the use of her automobile in the performance of her duties at the maximum rate per mile permitted by the Internal Revenue Service Code.
- F. The Board shall provide term life insurance for the Superintendent in the amount of two times her salary.
- G. The Board shall choose a long-term disability insurance policy for the Superintendent and shall pay the premium for such policy. The terms of the policy and the percent of salary covered shall be comparable to those currently provided for the administrative staff.
- H. The Superintendent must notify the Board of Education of the intention to retire on or before January 1 of the school year preceding retirement.
- I. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents ("CAPSS"); American Association of School Administrators ("AASA"); Litchfield County Superintendent's Association ("LCSA"); and one other professional association chosen by the Superintendent.
- J. The Board shall pay the cost of attendance annually at one national conference to be selected by the Superintendent.
- K. The Superintendent shall have a comprehensive medical examination during the term of this Agreement. A statement from the examining physician certifying to the physical competency of the Superintendent to perform her duties shall be filed with the clerk or secretary of the Board and treated as confidential information by the Board. The entire cost of said medical examination and reports shall be borne by the Board.
- L. The Board shall provide the Superintendent with one hundred twenty (120) days of salary, less any funds received from workers' compensation, for absence due to an accident arising out of such employment with such absence not chargeable to sick leave accumulation. After 120 days, the Superintendent will continue to receive sick pay, less workers' compensation, for absence due to an accident arising out of such employment with such absence charged to sick leave in the same proportion that sick pay benefits received from the Board represent to the total amount of benefits received from both the Board and workers' compensation.

**VI. Evaluation Format.** The Board shall evaluate and assess in writing 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 of the School

District for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of her performance (hereinafter "evaluation format"). The evaluation format shall be reasonably objective and shall contain evaluation guidelines and at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matter, professional leadership and personal qualities. The evaluation format shall provide a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format.

The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith, in accordance with Connecticut General Statutes §10-157, to agree on the development and adoption of evaluation guidelines and criteria. The Board shall adopt an evaluation format within one hundred twenty (120) days after the commencement of each year of this agreement.

**VII. Evaluation.** The Board shall evaluate the Superintendent pursuant to the evaluation format within one hundred eighty (180) days but no less than ninety (90) days prior to the expiration of each year during the term of this Agreement. The evaluation shall be placed in the Superintendent's personnel file. In the event that the Board determines under the evaluation format, that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, said deficient performance. The evaluation shall include recommendations as to areas of improvement in all 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 shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Chairperson of the Board shall appoint a committee of not less than two (2) members of the Board to meet in executive session with the Superintendent in improving her performance as to such matters. Said committee shall 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.

At the first Board meeting in December each year, the Superintendent shall inform the Board of this contract clause.

**VIII. 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, except that the ninety (90) days' notice is not required if termination is part of an action to implement a new agreement in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
  
- C. The Board may terminate this contract during its term for one or more of the following reasons:
  - (1) Inefficiency or incompetence;
  - (2) Insubordination against reasonable rules of the Board;
  - (3) Moral misconduct;
  - (4) Disability as shown by competent medical evidence;
  - (5) Other due and sufficient cause.

In the event the Board seeks to terminate this contract for one or more of the above reasons, it will serve on the Superintendent written notice that termination of her contract is under consideration. Within seven (7) days of the issuance of such notice the Superintendent may request a statement of the reasons for the consideration of termination. 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 will commence within twenty (20) days after receipt of such request. The Board will render its decision within fifteen (15) days of the conclusion of such hearing and will send a copy of its decision to the Superintendent. In the event the decision is to terminate this contract the Board will set forth the reasons for such decision and the evidence upon which its decision is based.

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

#### **IX. Certification**


The Superintendent shall maintain throughout the term of this Agreement a valid and appropriate certificate qualifying her to act as Superintendent of Schools in the State of Connecticut, in accordance with Connecticut General Statutes. If the Superintendent fails to so possess or maintain such certification, then this Agreement shall be void, and the Superintendent's employment may be immediately terminated without any right to the proceedings provided in Section VIII or any other redress at law or in equity.

#### **X. General Provisions.**

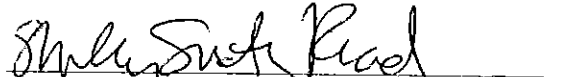
- A. If any part of this Agreement is ruled invalid, that shall not affect the remainder of the Agreement which shall be binding and effective against all parties.
  
- B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by

both parties. Commencing upon signing, it supercedes all prior agreements between the parties.

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

  
\_\_\_\_\_  
Judith A. Palmer  
Superintendent of Schools

Date: 8/23/17

  
\_\_\_\_\_  
Molly Sexton-Read  
Board of Education Chair

Date: 8/23/17