

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of Shepaug Valley Regional School District No. 12 (hereinafter called the "Board") and Megan L. Bennett (hereinafter called the "Superintendent") that the said Board in accordance with its action on APRIL 25, 2018 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Megan L. Bennett as Superintendent of Schools and that the said Megan L. Bennett hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

1. 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 or be otherwise permitted by law to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the board. In harmony with the policies of the Board and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent will be bound by the Board policies, regulations, motions and directives and shall be responsible for their maintenance, administration and enforcement. 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 such consideration.
- B. The Superintendent will be responsible for establishing annual goals for her administrative team that align with and advance the goals of the Board. The Superintendent shall also be responsible for providing suggestions and leadership to assist the Board in the development of the annual budget, long-range strategic plans, and the capital plan. Each of these shall be presented to the Board annually or as otherwise appropriate for approval in accordance with a schedule established by the Board after consultation with the Superintendent.
- C. The Superintendent or her designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except by Board invitation only when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.



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3. TERM:

The term of said employment is from July 1, 2018 to June 30, 2021. The Superintendent and the Board of Education agree that they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

- A. At least six (6) months prior to the end of this Agreement, the Board of Education shall upon written request of the Superintendent, consider the extension of this Agreement. Nothing herein shall preclude the Board, in its sole discretion, from considering such an extension at an earlier date.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of section 8 shall take precedence, and the Superintendent's employment may be terminated under the provisions of said section.

4. BASE SALARY

- A. The annual base salary of the Superintendent shall be the sum of (a) One Hundred Seventy-Five Thousand Dollars (\$175,000) in periodic payments in accordance with the established pay dates for the school district for certified staff, and (b) an additional amount of Five Thousand Dollars (\$5,000), to be paid to the Superintendent in substantially equal installments during the contract year as to which amount the Superintendent will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company she chooses from the Board's list of approved 403(b) vendors 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.
- B. The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract year. If no agreement concerning annual base salary 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.



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5. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with twenty (20) sick days annually, cumulative to one hundred eighty (180) days. Unused sick days shall not be compensated when employment terminates. A medical certificate may be requested for sick leave if the absence recurs frequently or, if in the judgment of the Chairperson, there is reasonable cause for requiring such a certificate. The Board recognizes that there are times when prolonged illness or accident that incapacitates for an extended period of time will cause the Superintendent to exhaust all accumulated sick leave. The Board, at its sole discretion, may review the circumstances for consideration and grant additional sick days with or without pay. Should the Board elect to provide short-term disability insurance, the accumulated sick leave may be adjusted to reflect the additional coverage.
- B. The Board of Education shall provide the Superintendent with twenty (20) vacation days annually, with such days to be taken during the year in which they are earned and shall accrue pro rata monthly. Upon termination of employment the Superintendent will be paid for unused vacation days at the daily rate of 1/260 of annual salary times the number of accrued and unused days. In the event of death, accrued and unused vacation pay will be paid to the Superintendent's estate. The Superintendent shall provide reasonable notification to the Board Chairperson of vacation days in advance.
- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent annually with up to five (5) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Board of Education shall provide the Superintendent and her dependents with the same health insurance coverage as is provided to a majority of school district administrators at the time this contract is signed. The Superintendent shall pay the same premium cost share as such other administrators. Such health insurance coverage and/or provider may change from time to time or certain features may be discontinued.
- F. The Board shall provide the Superintendent with term life insurance during the term of this Agreement in an amount equal to two times the salary set forth in Section 4(A)(a) above. The Superintendent is responsible for payment of taxes resulting from the payment of this benefit. Such coverage is subject to requirements of the insurance carrier, which may include a physical examination as defined by insurance provider.
- G. The Board shall provide the Superintendent with a long-term disability insurance policy to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Agreement in case of qualifying disability after a suitable qualifying period as may be provided for and in accordance with the policy on file in the Board offices. Such disability insurance coverage shall be the same as is provided to a majority of school district



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administrators at the time this contract is signed, and the Superintendent shall pay the same premium cost share as such other administrators. Such disability insurance coverage and/or provider may change from time to time or certain features may be discontinued.

- H. The Superintendent shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of her professional duties. Such expenses shall be in accordance with Board policies and within the amounts budgeted for such expenses, and may require advance approval in writing by the Board Chairperson. All travel and business expenses shall be submitted in writing along with supporting documentation and receipts as appropriate. The Superintendent will receive a mileage allowance of two hundred dollars (\$200) per month as reimbursement for miles incurred using her personal automobile for school business within the school district. Mileage incurred by the Superintendent for school business outside of the district will be reimbursed based upon the then-current IRS published rates. For the avoidance of doubt, daily commuting to and from work is not eligible for such reimbursement. The monthly allowance may be revisited by the Chairperson from time to time to allow for adjustments.

6. OUTSIDE ACTIVITIES:

- A. It is understood that the Superintendent may be active in local, state, regional, and national educational and professional activities as the leader and representative of the Region 12 Public Schools. Out-of-pocket expenses for such activities, as provided for in the district budget and in accordance with Section 5(H), will be borne by the Board. The Board will expect periodic reports on these activities, including how such activities benefit Region 12.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators and the Litchfield Area Superintendents' Association. In addition, the District 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 budget, and the Board will expect periodic reports on these activities, including how such activities benefit Region 12.

7. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question as set forth by the Board. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of her performance. The evaluation format shall be reasonably objective and shall contain at least the following



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criteria: educational leadership, organizational management, community and board of education relations, and personal and professional qualities and relationships. The Board shall meet and discuss the evaluation format with the Superintendent, and the parties shall attempt in good faith to agree on the development and adoption of a mutually-agreeable evaluation format. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.

- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with her in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file.
- C. 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 in executive session 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.

8. TERMINATION:

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety (90) days, except that the ninety-day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable. The Board may terminate the contract irrespective of cause as defined in Section C below within thirty (30) days of the one-year anniversary of this contract, July 1, 2019, provided that in such case the Board will continue to pay the Superintendent her base salary for a period of six months following the effective date of such termination. The Board shall provide written notification to the Superintendent of such termination no less than thirty (30) days in advance.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
 - (1) Inefficiency or incompetence;
 - (2) Failure to comply with federal, state or local law or with the rules, policies, regulations, directives or motions of the Board;



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- (3) Malfeasance; fraud, or unethical behavior;
- (4) Moral misconduct in personal or professional life;
- (5) Failure to supervise and/or manage subordinate employees appropriately;
- (6) Failure to meet standards of performance as set forth by the Board from time to time;
- (7) Disability as shown by competent medical evidence;
- (8) Elimination of position (with one year's prior notice);
- (9) Other due and sufficient cause.

- 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 the contract for one of the above reasons, 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 thirty (30) 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 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.
- F. 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.
- G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and accrued vacation benefits provided in this Agreement.

9. 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 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. Upon signing, it supersedes all prior agreements between the parties



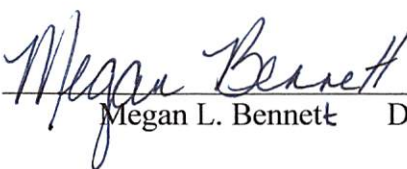
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- C. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.

BOARD OF EDUCATION OF
SHEPAUG VALLEY REGIONAL
SCHOOL DISTRICT NO. 12

SUPERINTENDENT

By  4/25/18
Anthony C. Amato Date
Its Chairperson

 4/25/18
Megan L. Bennett Date

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

AMENDMENT 1

It is hereby agreed by and between the Board of Education of Shepaug Valley Regional School District No. 12 (hereinafter called the "Board") and Megan L. Bennett (hereinafter called the "Superintendent") that the said Board in accordance with its action on 30 June, 2019 to amend the Employment Contract for Superintendent of Schools (reference 6555590v4) dated _____ in accordance with Section 9 Paragraph B, as follows:

Term:

The term of said employment is extended through June 30, 2022.

Base Salary:

The annual base salary of the Superintendent shall be the sum of (a) One Hundred Ninety Thousand Dollars (\$190,000) in periodic payments in accordance with the established pay dates for the school district for certified staff effective 1 July 2019.

Fringe Benefits:

Section 5, Paragraph B is hereby replaced in its entirety with the following:

The Board of Education shall provide the Superintendent with twenty-five (25) vacation days annually, with such days to be taken during the year in which they are earned and shall accrue pro rata monthly. Upon the completion of each fiscal year (30 June) or the date of termination of this Agreement (regardless of reason) the Superintendent will be paid for unused, accrued vacation days up to a maximum of fifteen (15) days per fiscal year at the daily rate of 1/260 of annual salary times the number of accrued and unused days. For the avoidance of doubt, no vacation days shall carryover to the next fiscal year. Any unused, accrued vacation days as of the date of this Amendment shall be forfeited without payment. In the event of death, accrued and unused vacation pay will be paid to the Superintendent's estate. The Superintendent shall provide reasonable notification to the Board Chairperson of vacation days in advance.

BOARD OF EDUCATION OF
SHEPAUG VALLEY REGIONAL
SCHOOL DISTRICT NO. 12

SUPERINTENDENT

By Anthony C. Amato 6/30/2019
Anthony C. Amato Date
Its Chairperson

Megan L. Bennett 6/30/19
Megan L. Bennet Date

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS AMENDMENT 2

It is hereby agreed by and between the Board of Education of Shepaug Valley Regional School District No. 12 (hereinafter called the "Board") and Megan L. Bennett (hereinafter called the "Superintendent") that the said Board in accordance with its action on 15 June, 2020 to amend the Employment Contract for Superintendent of Schools (reference 6555590v4) dated in accordance with Section 9 Paragraph B, as follows:

Term:

The term of said employment is extended through June 30, 2023.

Base Salary:

The annual base salary of the Superintendent shall be the sum of (a) One Hundred Ninety Thousand Dollars (\$193,800) in periodic payments in accordance with the established pay dates for the school district for certified staff effective 1 July 2020.

Section 4, Paragraph A subsection (b) is hereby replaced in its entirety with the following:

"an additional 6% of the superintendent's base salary to be paid in substantially equal installments during the contract year as to which the Superintendent will arrange to have an elected deferral deducted from her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed towards the purchase of a 403(b) annuity with a tax sheltered annuity company she chooses from the Board's list of approved 403(B) vendors 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"

Fringe Benefits:

Section 5 C is hereby replaced in its entirety with the following:

"The Superintendent shall have the holidays on while the Board offices are closed and one (1) Floating Holiday."

Section 5 D is hereby replaced in its entirety with the following:

"The Board of Education shall provide the Superintendent annually with up to five (5) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours. A maximum of three (3) days per year will be granted for a death in the immediate family. For this purpose, "immediate family"

is defined as spouse, children, parents, parents-in-law, grandparents, grandchildren, or siblings no matter the place of residence.

BOARD OF EDUCATION OF
SHEPAUG VALLEY REGIONAL
SCHOOL DISTRICT NO. 12

By  8/11/2020

Gregory J. Cava Date
Its Chairperson

Amended 6/25/2020
6/25/2020

SUPERINTENDENT

 8/11/2020

Megan L. Bennett Date