EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of Regional School District 17 (hereinafter called the "Board") and Dr. Holly Hageman (hereinafter called the "Superintendent') that the said Board in accordance with its action on October 1, 2019, by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Dr. Holly Hageman as Superintendent of Schools and that Dr. Holly Hageman hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

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.

II. DUTIES:

- 1. 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. 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.
- 2. 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 by Board invitation only when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and shall personally attend such Committee meetings or send a designee.

III. TERM:

The term of said employment is from October 1, 2020 to June 30, 2023. The Superintendent and the Board of Education agree 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:

1. Prior to the end of the first year of a three-year agreement, the Board at the written request of the Superintendent, may vote for a new three-year agreement. If the

Superintendent requests a new three-year agreement and the Board does not fulfill this request, it does not indicate a performance issue unless it is accompanied by the required steps described under Section VII: EVALUATION, Section 4 of this contract.

- 2. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement) the Board of Education shall vote on whether it intends to extend the Superintendent a new three-year agreement. At least three months prior to that time, the Superintendent shall notify the Board that her contract is about to expire and shall provide the Board with this contract clause.
- 3. Anything in this paragraph to the contrary notwithstanding, the provisions of section VIII shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

IV. ANNUAL SALARY:

1. The annual salary of the Superintendent shall be paid, in periodic payments in accordance with the established pay dates for the school district, as follows:

CONTRACT YEAR	YEAR OF SERVICE	DATE	AMOUNT
One	Two	July 1, 2020 – June 30, 2021	\$194,000.00
Two	Three	July 1, 2021 – June 30, 2022	\$198,000.00
Three	Four	July 1, 2022 – June 30, 2023	TBD

2. In addition to the foregoing, the Board will provide the Superintendent with an annual tax-sheltered annuity payment of \$6,000.

V. OTHER BENEFITS:

- 1. The Board of Education shall provide the Superintendent with 20 sick days annually cumulative to 180d ays. Unused sick days shall not be compensated when employment terminates.
- 2. The Board shall pay the premium for a long-term disability insurance policy as is provided to a majority of RSD 17 school district administrators at the time this contract is signed. Should said long-term disability insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision.
- 3. The Superintendent shall have the holidays on which the Board offices are closed.

4. The Board has not specified an allotment of vacation or personal days. The Board extends the responsibility to the Superintendent to use the privilege of vacation and personal days responsibly in order to take the necessary time needed to maintain a healthy, balanced life and to attend to personal needs that can't be otherwise performed on the Superintendent's personal time. This should be done so while fulfilling, to the Board's satisfaction, her responsibilities as Superintendent. The Board acknowledges that this an unconventional approach to this benefit, and does not see it as a role model for other districts to follow. It is agreed upon due to the established relationship and trust with this Superintendent. If for some reason this unconventional arrangement does not suit the Board or the Superintendent at any time, for any reason, during the duration of this contract, either party may amend the contract to replace the language in this section to the following:

"The Board of Education shall provide the Superintendent with 25 vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to and approval of the Board, the Superintendent may request to "carry-over" five days to the following year. The "carried over" days must be used or forfeited in that following year.

The Board shall provide the Superintendent annually with 4 personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours."

- 5. The Superintendent will report to the Chair of the Board of Education the days for which she is out for vacation or personal days prior to taking them and duly record vacation, personnel and sick days in the RSD 17 attendance system.
- 6. The Board shall provide the Superintendent and eligible dependents health insurance coverage on the same terms and conditions as provided to members of the school district's Administrators' Union.

The Superintendent shall contribute to the appropriate premium cost as follows:

2020 – 2021	22%
2021 – 2022	23%
2022 – 2023	TBD

The Board has the discretion to change insurance carriers or programs at any time provided that the replacement coverage is comparable but not necessarily the same as the existing coverage in benefits and function.

7. The Board shall provide the Superintendent with five times base salary of term life insurance during the term of this Agreement.

8. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties outside the district.

VI. OUTSIDE ACTIVITIES:

- 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
 Regional District 17 Schools. Out-of-pocket expenses, as provided for in the annual
 district budget, for such activities will be borne by the Board, and the Board will expect
 periodic reports on these activities.
- 2. The Board shall pay the full cost of the Superintendent's professional association and civic group memberships submitted and approved each year in the annual budget.

VII. **EVALUATION:**

- 1. 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. The Superintendent's performance criteria shall include: (1) Whether the Superintendent has met the goals set for her by the Board; (2) Whether her relationship with the Board is in good standing, including whether she has kept the Board informed on issues, needs and operations, whether she has offered professional advice to the Board on items requiring Board action, and whether she has sought and accepted constructive analysis of her work; (3) Her relationship with the HK (RSD17) community; (4) Her relationship with staff including whether she executes sound personnel procedures and practices including performance evaluation and professional development and recruits the highest quality available personnel; (5) Her educational leadership including all aspects of the instructional program and a planned methodology assessing programs and student achievement, and her involvement in local, state, and national groups advocating for and informing public education; (6) Her leadership in business and finance including whether she has effectively evaluated financial needs as part of the budget development process and ensured that funds are wisely spent; (7) Her personal qualities including maintenance of high standards of ethics and integrity. The evaluation format, developed mutually by the Board and the Superintendent, shall be aligned to these criteria.
- 2. 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.

3. 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.

VIII. TERMINATION:

- 1. The parties may, by mutual consent, terminate the contract at any time.
- 2. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety 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.
- 3. The Board may terminate the contract of employment during its term for one or more of the following reasons:
 - a. Inefficiency, incompetence or ineffectiveness;
 - 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.
- 4. 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.
- 5. 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.

6. 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.

IX. GENERAL PROVISIONS:

- 1. 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 patties.
- 2. This contract 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.

Regional School District 17 Board of Education Superintendent

Suzanne Sack

Date

Dr. Holly Hageman

Date

10.1.20

Chair of the Board of Education, RSD 17

BOE - HH Contract. final vers 1 (2) 9/1/2020