

ASSISTANT SUPERINTENDENT FOR CURRICULUM AND INSTRUCTION

This Agreement is made this 20th day of June 2023, by and between the South Windsor Board of Education, acting through Dr. Kate M. Carter, its Superintendent, and Tracie Peterson.

WITNESSETH

WHEREAS, the parties wish to enter into a written agreement regarding the employment of Tracie Peterson as the Assistant Superintendent for Curriculum and Instruction (hereinafter referred to as the "Assistant Superintendent"),

NOW THEREFORE, the parties agree as follows:

1. **EMPLOYMENT AND TERM:** The Board hereby agrees to employ Tracie Peterson as the Assistant Superintendent in accordance with the terms of this Agreement, to perform the duties of the position under the direction and as specified by the Superintendent of Schools, commencing July 1, 2020.
2. **DUTIES:** The Assistant Superintendent agrees to devote her full energies to her position in South Windsor. She shall be employed under the direction and supervision of the Superintendent of Schools and the Board. Her daily work schedule shall be established by the Superintendent of Schools, and the Assistant Superintendent understands that this is a full time, twelve month position. Her duties and responsibilities shall include all those tasks normally and traditionally required of the Assistant Superintendent as described in the job description plus any additional normal and traditional duties and responsibilities required by the Board or the Superintendent.
3. **CERTIFICATION:** As a condition of employment, the Assistant Superintendent agrees to maintain valid and appropriate certification for her position with the South Windsor Public Schools, including a valid intermediate administration and supervision certificate issued by the Connecticut State Board of Education and recognized by the Connecticut State Teachers' Retirement Board.
4. **EVALUATION:** The Assistant Superintendent shall be evaluated at least annually by the Superintendent of Schools. The format for the evaluation and the evaluation itself shall be discussed and shared with the Assistant Superintendent.
5. **BENEFITS:** The Board shall provide the Assistant Superintendent with access to medical and dental insurance with the Assistant Superintendent contributing toward the cost of such insurance. The current health insurance plan is a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The premium cost share to the Assistant Superintendent is 23% for the period from July 1, 2023 to June 30, 2024.

The Board of Education agrees to pay 100% of term life insurance at double the salary of the Assistant Superintendent.

The Board agrees to pay 100% of a long-term disability plan for the Assistant Superintendent.

6. SALARY: For the period July 1, 2023 through June 30, 2024, the annual base salary of the Assistant Superintendent shall be the sum of (a) \$193,836 payable in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of \$3,000, to be paid to the Employee as to which amount the Employee will arrange to have an elective deferral deducted from her or her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, and then contributed into a 403(b) custodial account or a 403(b) annuity with a 403(b) vendor 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.
7. TRAVEL EXPENSES: The Board shall pay the Assistant Superintendent a travel allowance at an annual rate of two thousand, three hundred fifty dollars (\$2,350) during the term this Agreement is effective, which allowance shall be paid in a lump sum annually in July.
8. PROFESSIONAL DEVELOPMENT: The Board of Education shall pay the costs (airfare, lodging, meals, registration fees, etc.) of the Assistant Superintendent's attendance at all professional conferences on the state and national level that the Board deems pertinent to her position, as approved in advance by the Superintendent.
9. PAID VACATION AND HOLIDAYS: The Assistant Superintendent shall be entitled, on an annual basis during the term this Agreement is effective, to twenty-five (25) working days of paid vacation in addition to the following thirteen (13) paid holidays; New Year's Day; Martin Luther King Day; Lincoln's Birthday; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day and the Friday thereafter; and Christmas Day. If school is in session on any of the above days, they will be floating holidays and may be taken by agreement with the Superintendent.
10. PERSONAL LEAVE: The Assistant Superintendent shall be permitted personal leave without loss of pay as approved by the Superintendent when absence from work is necessary and unavoidable.
11. SICK LEAVE: The Board shall provide the Assistant Superintendent with eighteen (18) days of leave without salary deduction due to sickness annually, which will accrue to 260 days.

12. TUITION REIMBURSEMENT: Upon presentation of evidence of course completion at an accredited college or university, the Assistant Superintendent shall be paid an amount not to exceed the resident rate for a three-hour graduate course at the University of Connecticut for each year of the contract. Such courses must have prior approval of the superintendent.
13. RETIREMENT AND LONGEVITY: If the Assistant Superintendent provides written notification of retirement (which shall be irrevocable) on or before December 1st of any year that she will retire at the end of the school year or six calendar months prior to the planned retirement date if the plan is to retire in the middle of the school year, she shall be paid one-third of the sick leave days accrued to her credit. Upon the death of the Assistant Superintendent, the spouse of the Assistant Superintendent, or in the event that there is no spouse, the estate of the Assistant Superintendent shall be paid one-third the sick leave days accrued to her credit. The per diem rate to be paid the Assistant Superintendent shall be computed as 1/260 of the annual salary of the year immediately preceding retirement. Payments under this section shall be made either no later than June of the retirement year or July of the next year.

The sick leave stipend shall be deposited by the Board into a retirement Medical Trust Plan or a 403(b) Plan. Eligibility shall be defined as follows:

- The Assistant Superintendent must reach her fiftieth birthday in a calendar year of retirement or separation of service
- The Assistant Superintendent must be receiving a minimum of \$1,000 sick pay stipend
- If the Assistant Superintendent does not meet the above criteria, the stipend shall be paid through a normal pay check
 - Note: in the event of unforeseen personal circumstances which compel an administrator to give notice of intent to retire after December 1st or six calendar months prior to the administrator's planned retirement date, the Superintendent may waive this condition upon review of the reasons. Such request should be provided in writing.

The Assistant Superintendent is eligible, subject to the current provisions of the policyholder, to continue the health and dental insurance coverage. The Assistant Superintendent shall be responsible to pay the full group rate cost of such health and dental insurance coverage.

14. LONGEVITY: The Board of Education agrees to a longevity schedule paid to the Assistant Superintendent on the following anniversaries only:
- After five years of administrative service, a single \$500 payment
 - After ten years of administrative service, a single \$1,000 payment
 - After fifteen years of administrative service, a single \$1,500 payment
 - After twenty years of administrative service, a single \$2,000 payment

15. RESIGNATION: The Board requests that the Assistant Superintendent provide sixty (60) days advance notice of her resignation.
16. TERMINATION: This Agreement shall be in force from the date of its approval and execution by both parties and shall be in effect through and including June 30, 2024, when it shall expire and be of no further force and effect. The Assistant Superintendent and the Board may, upon mutual agreement reduced to writing, extend this Agreement or replace it with a new Agreement. Notwithstanding the foregoing, the Board reserves its right under statute to terminate the employment of the Assistant Superintendent in accordance with Connecticut Gen. Stat. Section 10-151 during the term of this Agreement for causes specified in said statute excluding subsection (d) (5) relating to elimination of position. Any termination in accordance with this Section shall also operate to terminate the Agreement.
17. JUST CAUSE: Except for matters covered exclusively by Conn. Gen. Stat. Section 10-151 as set forth in Section 13, the Board reserves its right, upon a showing of just cause, to terminate this Agreement and transfer or reassign the Assistant Superintendent to another position.
18. SEVERABILITY: In the event that any provision or portion of this Agreement is ultimately ruled invalid by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.
19. COMPLETE AGREEMENT: This Agreement constitutes the full and complete agreement between the parties and the Assistant Superintendent and the Board acknowledge that no other promises or commitments were made not contained in this Agreement unless they were reduced to writing and mutually signed by both parties.

SOUTH WINDSOR BOARD OF EDUCATION



Tracie Peterson
Assistant Superintendent



Kate Carter, Ed.D.
Superintendent of Schools

Date: 6-20-23

Date: 6/20/23

ASSISTANT SUPERINTENDENT FOR PERSONNEL AND ADMINISTRATION

This Agreement is made this 20th day of June 2023, by and between the South Windsor Board of Education, acting through Dr. Kate M. Carter, its Superintendent, and Dr. Richard Sanzo.

WITNESSETH

WHEREAS, the parties wish to enter into a written agreement regarding the employment of Dr. Richard Sanzo as the Assistant Superintendent for Personnel and Administration (hereinafter referred to as the "Assistant Superintendent"),

NOW THEREFORE, the parties agree as follows:

1. **EMPLOYMENT AND TERM:** The Board hereby agrees to employ Dr. Richard Sanzo as the Assistant Superintendent in accordance with the terms of this Agreement, to perform the duties of the position under the direction and as specified by the Superintendent of Schools, commencing July 1, 2022.
2. **DUTIES:** The Assistant Superintendent agrees to devote his full energies to his position in South Windsor. He shall be employed under the direction and supervision of the Superintendent of Schools and the Board. His daily work schedule shall be established by the Superintendent of Schools, and the Assistant Superintendent understands that this is a full time, twelve month position. His duties and responsibilities shall include all those tasks normally and traditionally required of the Assistant Superintendent as described in the job description plus any additional normal and traditional duties and responsibilities required by the Board or the Superintendent.
3. **CERTIFICATION:** As a condition of employment, the Assistant Superintendent agrees to maintain valid and appropriate certification for his position with the South Windsor Public Schools, including a valid intermediate administration and supervision certificate issued by the Connecticut State Board of Education and recognized by the Connecticut State Teachers' Retirement Board.
4. **EVALUATION:** The Assistant Superintendent shall be evaluated at least annually by the Superintendent of Schools. The format for the evaluation and the evaluation itself shall be discussed and shared with the Assistant Superintendent.
5. **BENEFITS:** The Board shall provide the Assistant Superintendent with access to medical and dental insurance with the Assistant Superintendent contributing toward the cost of such insurance. The current health insurance plan is a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The premium cost share to the Assistant Superintendent is 23% for the period from July 1, 2023 to June 30, 2024.

The Board of Education agrees to pay 100% of term life insurance at double the salary of the Assistant Superintendent.

The Board agrees to pay 100% of a long-term disability plan for the Assistant Superintendent.

6. SALARY: For the period July 1, 2023 through June 30, 2024, the annual base salary of the Assistant Superintendent shall be the sum of (a) \$193,836 payable in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of \$3,000, to be paid to the Employee as to which amount the Employee will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, and then contributed into a 403(b) custodial account or a 403(b) annuity with a 403(b) vendor he 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.
7. TRAVEL EXPENSES: The Board shall pay the Assistant Superintendent a travel allowance at an annual rate of two thousand, three hundred fifty dollars (\$2,350) during the term this Agreement is effective, which allowance shall be paid in a lump sum annually in July.
8. PROFESSIONAL DEVELOPMENT: The Board of Education shall pay the costs (airfare, lodging, meals, registration fees, etc.) of the Assistant Superintendent's attendance at all professional conferences on the state and national level that the Board deems pertinent to his position, as approved in advance by the Superintendent.
9. PAID VACATION AND HOLIDAYS: The Assistant Superintendent shall be entitled, on an annual basis during the term this Agreement is effective, to twenty-five (25) working days of paid vacation in addition to the following thirteen (13) paid holidays; New Year's Day; Martin Luther King Day; Lincoln's Birthday; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day and the Friday thereafter; and Christmas Day. If school is in session on any of the above days, they will be floating holidays and may be taken by agreement with the Superintendent.
10. PERSONAL LEAVE: The Assistant Superintendent shall be permitted personal leave without loss of pay as approved by the Superintendent when absence from work is necessary and unavoidable.
11. SICK LEAVE: The Board shall provide the Assistant Superintendent with eighteen (18) days of leave without salary deduction due to sickness annually, which will accrue to 260 days.

12. TUITION REIMBURSEMENT: Upon presentation of evidence of course completion at an accredited college or university, the Assistant Superintendent shall be paid an amount not to exceed the resident rate for a three-hour graduate course at the University of Connecticut for each year of the contract. Such courses must have prior approval of the superintendent.
13. RETIREMENT AND LONGEVITY: If the Assistant Superintendent provides written notification of retirement (which shall be irrevocable) on or before December 1st of any year that he will retire at the end of the school year or six calendar months prior to the planned retirement date if the plan is to retire in the middle of the school year, he shall be paid one-third of the sick leave days accrued to his credit. Upon the death of the Assistant Superintendent, the spouse of the Assistant Superintendent, or in the event that there is no spouse, the estate of the Assistant Superintendent shall be paid one-third the sick leave days accrued to his credit. The per diem rate to be paid the Assistant Superintendent shall be computed as 1/260 of the annual salary of the year immediately preceding retirement. Payments under this section shall be made either no later than June of the retirement year or July of the next year.

The sick leave stipend shall be deposited by the Board into a retirement Medical Trust Plan or a 403(b) Plan. Eligibility shall be defined as follows:

- The Assistant Superintendent must reach his fiftieth birthday in a calendar year of retirement or separation of service
- The Assistant Superintendent must be receiving a minimum of \$1,000 sick pay stipend
- If the Assistant Superintendent does not meet the above criteria, the stipend shall be paid through a normal pay check
 - Note: in the event of unforeseen personal circumstances which compel an administrator to give notice of intent to retire after December 1st or six calendar months prior to the administrator's planned retirement date, the Superintendent may waive this condition upon review of the reasons. Such request should be provided in writing.

The Assistant Superintendent is eligible, subject to the current provisions of the policyholder, to continue the health and dental insurance coverage. The Assistant Superintendent shall be responsible to pay the full group rate cost of such health and dental insurance coverage.

14. LONGEVITY: The Board of Education agrees to a longevity schedule paid to the Assistant Superintendent on the following anniversaries only:
 - After five years of administrative service, a single \$500 payment
 - After ten years of administrative service, a single \$1,000 payment
 - After fifteen years of administrative service, a single \$1,500 payment
 - After twenty years of administrative service, a single \$2,000 payment

15. RESIGNATION: The Board requests that the Assistant Superintendent provide sixty (60) days advance notice of his resignation.
16. TERMINATION: This Agreement shall be in force from the date of its approval and execution by both parties and shall be in effect through and including June 30, 2024, when it shall expire and be of no further force and effect. The Assistant Superintendent and the Board may, upon mutual agreement reduced to writing, extend this Agreement or replace it with a new Agreement. Notwithstanding the foregoing, the Board reserves its right under statute to terminate the employment of the Assistant Superintendent in accordance with Connecticut Gen. Stat. Section 10-151 during the term of this Agreement for causes specified in said statute excluding subsection (d) (5) relating to elimination of position. Any termination in accordance with this Section shall also operate to terminate the Agreement.
17. JUST CAUSE: Except for matters covered exclusively by Conn. Gen. Stat. Section 10-151 as set forth in Section 13, the Board reserves its right, upon a showing of just cause, to terminate this Agreement and transfer or reassign the Assistant Superintendent to another position.
18. SEVERABILITY: In the event that any provision or portion of this Agreement is ultimately ruled invalid by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.
19. COMPLETE AGREEMENT: This Agreement constitutes the full and complete agreement between the parties and the Assistant Superintendent and the Board acknowledge that no other promises or commitments were made not contained in this Agreement unless they were reduced to writing and mutually signed by both parties.

SOUTH WINDSOR BOARD OF EDUCATION



Richard Sanzo, Ed.D.
Assistant Superintendent



Kate Carter, Ed.D.
Superintendent of Schools

Date: 6/20/2023

Date: 6/20/23

DIRECTOR OF FINANCE AND OPERATIONS

This Agreement is made this 20th day of June 2023, and by and between the South Windsor Board of Education acting through Dr. Kate M. Carter, its Superintendent, and Chris M. Chemerka.

WITNESSETH

WHEREAS, the parties wish to enter into a written agreement regarding the employment of Chris M. Chemerka as the Director of Finance and Operations (hereinafter referred to as the "Director of Finance and Operations").

NOW THEREFORE, the parties agree as follows:

1. **EMPLOYMENT AND TERM:** The Board hereby agrees to employ Chris M. Chemerka, Director of Finance and Operations in accordance with the terms of this Agreement, to perform duties of the position under the directions and as specified by the Superintendent of Schools, commencing on July 1, 2023.
2. **DUTIES:** The Director of Finance and Operations shall maintain the applicable certification allowing her to serve in this role, in accordance with all applicable statutes and regulations throughout the term of this Agreement. Under the supervision of the Superintendent of Schools, the Director of Finance and Operations will be responsible for planning, coordinating, and evaluating all business, financial and other related services supporting the educational programs of the school system. This involves financial planning and budgeting, accounting, purchasing, operation and maintenance of custodial services, technology, transportation, food services, property and liability insurance, and the co-evaluation of the director of special services and technology.
3. **CERTIFICATION:** As a condition of employment, the Director of Finance and Operations agrees to maintain valid appropriate certification for her position with the South Windsor Public Schools.
4. **EVALUATION:** The Director of Finance and Operations shall be evaluated at least annually by the Superintendent of Schools. The format for the evaluation and the evaluation itself shall be discussed and shared with the Director of Finance and Operations.
5. **BENEFITS:** The Board shall provide the Director of Finance and Operations access to medical and dental insurance with the Director of Finance and Operations contributing toward the cost of such insurance. The current health insurance plan is a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The premium cost share to the Director of Finance and Operations is 23% for the period of July 1, 2023 to June 30, 2024.

The Board agrees to pay 100% of term life insurance at double the salary of the Director of Finance and Operations.

The Board agrees to pay 100% of the long-term disability plan for the Director of Finance and Operations.

The Director of Finance and Operations may participate, on a voluntary basis, in the Town of South Windsor Pension Plan after one (1) year of service. The Board will pay 4.5% of the Director of Finance and Operations' annual base salary to the town pension plan.

The Board agrees to a longevity schedule paid to the Director of Finance and operations on the following anniversaries only:

- After five years of administrative service in South Windsor, a single payment of \$500.
- After ten years of administrative service in South Windsor, a single payment of \$1,000.
- After fifteen years of administrative service in South Windsor, a single payment of \$1,500.
- After twenty years of administrative service in South Windsor, a single payment of \$2,500.

6. SALARY: For the period of July 1, 2023 through June 30, 2024, the annual base salary of the Director of Finance and Operations shall be the sum of (a) \$175,100 payable in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of \$5,000, to be paid to the Employee as to which amount the Employee will arrange to have an elective deferral deducted from his or her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, and then contributed into a 403(b) custodial account or a 403(b) annuity with a 403(b) vendor he/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.

7. Travel Expenses: The Board shall pay the Director of Finance and Operations a travel allowance at an annual rate of two thousand three hundred fifty dollars (\$2,350) during the term this Agreement is effective, which shall be paid in a lump sum annually in July.

8. PROFESSIONAL DEVELOPMENT: The Board shall pay the costs (airfare, lodging, meals, registration fees, etc.) of the Director of Finance and Operations attendance at all professional conferences on the state and national level that the Board deems pertinent to this position, as approved in advance by the Superintendent.

9. PAID VACATION AND HOLIDAYS: The Director of Finance and Operations shall be entitled, on an annual basis during the term the Agreement is effective, to twenty five (25) working days of vacation in addition to the following thirteen (13) paid holidays: New Year's Day; Rev. Martin Luther King Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day and the Friday thereafter; and Christmas Day. If school is in session on any of the above days, they will be floating holidays and may be taken by agreement with the Superintendent.
10. PERSONAL LEAVE: The Director of Finance and Operations shall be permitted personal leave without loss of pay as approved by the Superintendent when absence from work is necessary and unavoidable.
11. SICK LEAVE: The Board shall provide the Director of Finance and Operations eighteen (18) days of leave without salary deduction due to sickness annually, which will accrue to 260 days.
12. TUITION REIMBURSEMENT: Upon presentation of evidence of course completion at an accredited college or university, the Director of Finance and Operations shall be paid an amount not to exceed the equivalent resident rate of two three-hour graduate courses at the University of Connecticut for each year of the contract. Such courses must have prior approval of the Superintendent.
13. RETIREMENT: As a retiree, the Director of Finance and Operations shall be entitled to the following:
- Health Insurance
- To continue the health insurance coverage, dental insurance coverage, life insurance coverage and death and dismemberment. subject to the current provisions of the policyholder,
 - If the retiree opts to continue life insurance, or accidental death and dismemberment insurance, she may select an amount of coverage that is equal to the amount of salary at the time of retirement, rounded off to the nearest thousand, by informing the personnel department in writing at the time of retirement.
 - For life insurance, accidental death and dismemberment, the retiree may exercise a one-time option to select an amount lower than the amount of salary at the time of retirement, rounded off to the nearest thousand. This one-time option is available either at the time of retirement or during the retirement period. At no time after this one-time option is executed may a retiree increase or decrease the coverage.

The retiree shall be responsible to pay the full group rate cost of such health, dental, life and/or disability and dismemberment insurance coverage.

Pension Plan Formula

- The pension benefit formula of 2%, final five year earnings multiplied by years of credited service, with a maximum of 50% of the final five (5) year average earnings.
- The Board will contribute 4.5% of the Director of Finance and Operations' base salary.
- Retirement is age 62.
- The retiree's benefit will not include any cost of living adjustments.
- The Director of Finance and Operations is 100% vested after five (5) years.

Sick Leave Stipend

- At time of retirement from the employ of the Board, the Director of Finance and Operations is eligible for a sick leave stipend. Written notification of retirement (which shall be irrevocable) on or before December 1 of any year that she will retire at the end of the school year or six calendar months prior to the Director of Finance and Operations' planned retirement date if she will retire in the middle of the school year. The Director of Finance and Operations shall be paid one-half of the sick leave days accrued to her credit. Upon the death of the Director of Finance and Operations, the spouse of the Director of Finance and Operations, or in the event that there is no spouse, the estate of the Director of Finance and Operations shall be paid one-half the sick leave days accrued to her credit. The per diem rate to be paid the Director of Finance and Operations shall be computed as 1/260 of the annual salary of the year immediately preceding retirement. Payments under this section shall be made either no later than June of the retirement year or July of the next year.
- The sick leave stipend shall be deposited by the Board into a retirement Medical Trust Plan or 403(b) Plan. Eligibility shall be defined as follows:
 - The Director of Finance and Operations must reach her fiftieth birthday in a calendar year of retirement or separation of service.
 - The Director of Finance and Operations must be receiving a minimum of \$1,000 sick pay stipend.
 - If the Director of Finance and Operations does not meet the above criteria, the stipend shall be paid through a normal paycheck.

- Note: in the event of unforeseen personal circumstances which compel an administrator to give notice of intent to retire after December 1st or six calendar months prior to the administrator's planned retirement date, the Superintendent may waive this condition upon review of the reasons. Such request should be provided in writing.


14. RESIGNATION: The Board requests that the Director of Finance and Operations provide sixty (60) days advance notice of resignation.


15. TERMINATION: The Board may terminate the employment of the Director of Finance and Operations upon the recommendation of the Superintendent at any time for cause. In the event that the Superintendent wishes to recommend such action, the Superintendent shall provide the Director of Finance and Operations with written notice of his/her reason(s) for recommending termination. Upon the written request of the Director of Finance and Operations, the Board shall within twenty (20) days of receiving such request, conduct a hearing in executive session (subject to the right of the Director of Finance and Operations to require that such hearing be held in public session) concerning the recommendation for termination. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final.

16. SEVERABILITY: In the event that any provision or portion of this Agreement is ultimately ruled invalid by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

17. COMPETE AGREEMENT: This Agreement constitutes the full and complete Agreement between the parties, and the Director of Finance and Operations and the Board acknowledge that no other promises or commitments were made not contained in this Agreement unless they were reduced to written documentation and mutually signed by both parties.

SOUTH WINDSOR BOARD OF EDUCATION


Chris M. Chemerka
Director of Finance and Operations


Kate Carter, Ed.D.
Superintendent of Schools

Date: 6-20-23

Date: 6/20/23

AGREEMENT

between the

SOUTH WINDSOR BOARD OF EDUCATION

and

Kathleen M. Carter, Ed.D.

It is hereby agreed by and between the Board of Education of the Town of South Windsor (hereinafter called the "Board") and Kathleen M. Carter, Ed.D., (hereinafter called the "Superintendent") that the said Board in accordance with its action by election pursuant to Section 10-157 of the Connecticut General Statutes, on the 29th day of June, 2010 has and does hereby employ the said Kathleen M. Carter as Superintendent of Schools of South Windsor and that Kathleen M. Carter hereby accepts employment as Superintendent of Schools of South Windsor upon the terms and conditions hereinafter set forth.

I. DUTIES

The Superintendent of Schools is the executive agent of the Board. In harmony with the policies of the Board of Education, state laws and State Board of Education regulations, the Superintendent has executive and administrative 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 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 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. OUTSIDE PROFESSIONAL ACTIVITIES

By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

III. TERM

The term of said employment is for the period from July 1, 2023 through June 30, 2026. The Superintendent and the Board of Education agree they shall adhere to the following procedures to

extend the Superintendent's employment under the contract for an additional period.

- A. Prior to each July 1st, the Board, at the request of the Superintendent, may vote for a new three-year agreement, to commence on July 1 of the year in which the vote is taken.

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. COMPENSATION

Dr. Carter's base salary for the period July 1, 2023 through June 30, 2024 shall be the sum of (a) \$234,298 payable in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of \$18,000 to be paid to Dr. Carter 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, and (c) an additional sum equal to \$10,000 to be paid to Dr. Carter in substantially equal installments during the contract year, as to which amount she will arrange to have an annual deferral deducted from her salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 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 to a Section 457 Plan of the Board that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service. The base salary for subsequent years shall be negotiated between the Board and the Superintendent within the range established by the Board. The basis of range adjustment will be Performance and Standard Cost of Living Adjustments from recognized sources. If the contract is not extended as per IIIA above, any adjustment in compensation made during the life of this contract shall be in the form of an amendment and shall become part of this contract. It is provided, however, that by so doing it shall not be considered that the Board of Education has entered into a new contract with the Superintendent nor that the termination date of the existing contract has been extended.

For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from her salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified in Section A (a) and (b) and (c) above.

Compensation for Superintendent services for any period that employment is renewed under the provisions of Paragraph III shall be negotiated and agreed to by the Board and the Superintendent as part of such renewal agreement. Under no circumstances shall base salary for the subsequent years

be less than the base salary for the prior year.

V. FRINGE BENEFITS AND WORKING CONDITIONS

The parties agree as follows:

- A. The Board of Education shall provide the Superintendent with twenty-five (25) sick days annually. The superintendent will be entitled to accrue up to 260 sick days. Upon reaching ten or more years of employment with South Windsor Public Schools, the superintendent shall be paid one-half of the sick leave days accrued at the current year's per diem rate, upon her resignation or retirement from South Windsor Public Schools.

- B. The Board of Education shall provide the Superintendent with thirty (30) vacation days annually, exclusive of legal holidays, with such days to be taken during the year following that in which they are earned except for those to be accumulated. Unused vacation leave may be carried over to the following year, up to a maximum of fifty (50) days (including the entitlement for the then-current year). In addition, the Board will compensate the superintendent for no more than ten days annually for unused vacation days at the current year's per diem rate of pay. The Superintendent will keep the board chair apprised of vacation days taken.

The Superintendent will be paid for unused vacation days at the time of termination at a per diem rate of annual salary times the number of accumulated days. Payment for unused and accrued vacation days, at the time of termination, shall not exceed fifty (50) days. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's spouse or designated beneficiary.

- C. The Board shall provide the Superintendent with access to health insurance and dental insurance with the Superintendent contributing toward the cost of such insurance. The current health insurance plan is a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The premium cost share to the Superintendent is 23% for the period from July 1, 2023 to June 30, 2024.

Upon separation from employment with South Windsor Public Schools (prior to age 65), the Board of Education will fund the full cost of the group health insurance plan(s) provided to district administrators. At age 65, the superintendent may continue in the group health insurance plan(s) provided to district administrators, including the Medicare supplemental plan made available to retired administrators who participate in Medicare Parts A and B. The Superintendent shall contribute the subsidy received from the Connecticut State Teachers Retirement Board to offset part of the cost for such health insurance coverage, and the Board shall bear the remaining cost for such health insurance coverage for the Superintendent for as long as she is eligible to receive benefits from the State Teachers Retirement Board.

- D. The Board shall provide the Superintendent with term life insurance at double her annual salary to the nearest thousand. The school board agrees to pay for a life insurance policy in the name of the superintendent's spouse or partner. The annual cost of the policy is not to exceed \$5,000.
- E. The Board agrees to reimburse the Superintendent for all her out-of-district travel expenses incurred with the prior approval of the board in the performance of her duties under this contract, and agrees that for in-state travel expenses, including the use of her own automobile, she shall receive as such reimbursement \$4,000 annually in July.
- F. The Board shall provide the Superintendent with personal leave of up to six (6) days annually for pressing personal business that cannot be conducted outside of business hours. Except in cases of emergency, the Superintendent shall provide the Board prior notice of such leave by notifying the Chairperson orally or in writing as the Chairperson may request.
- G. The Board shall provide a \$5,000 doctoral stipend to be paid annually in July.
- H. The Board shall reimburse the Superintendent for her mandatory contributions to the State Teachers' Retirement Board.
- I. In recognition of overall outstanding performance and, in particular, in recognition of the completion of the ten-year elementary facilities plan being completed on time and on budget, the Board will provide the Superintendent a one-time, non-recurring merit payment equivalent to ten percent of the Superintendent's July 1, 2022 base salary.

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.

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. The Board shall adopt an evaluation format no later than July 1 of each year of this agreement, except during the first year it shall be adopted before October 1, 2010.

VII. EVALUATION

The Board in executive session shall evaluate the Superintendent pursuant to the evaluation format within sixty (60) days but not less than fifteen (15) 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 writing within the time period for such evaluation, in reasonable detail, indicating specific instances where appropriate, such deficient performance. The written evaluation may 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.

At the first Board meeting to be held during the evaluation period, the Superintendent shall provide the Board with this provision of the contract.

VIII. TERMINATION

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract.
- C. The Board may terminate the contract of employment during its terms for one or more of the following reasons:
 - 1. Inefficiency or incompetence;
 - 2. Insubordination against reasonable rules and/or directions of the Board of Education;
 - 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 the contract for one of the above reasons, it shall serve on the Superintendent written notice at this office or residence 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 hearing shall then 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 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.

D. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided in this agreement.

IX. 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 only by agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract on the 20th day of June 2023.

SUPERINTENDENT OF SCHOOLS

SOUTH WINDSOR BOARD OF EDUCATION



Kathleen M. Carter, Ed.D.

By 

Craig S. Zimmerman, Chairman