Superintendent's Contract Steven G. Madancy Board of Education of Southington, Connecticut July 1, 2025 – June 30, 2028

It is agreed by and between the Board of Education of the Town of Southington (hereinafter the "Board") and *Steven G. Madancy* that the Board, in accordance with its action by election pursuant to Section 10-157 of the Connecticut General Statutes, hereby employs *Steven G. Madancy* and that *Steven G. Madancy* (hereinafter the "Superintendent") hereby accepts employment as Superintendent of Schools for the Southington Public Schools upon the terms and conditions hereinafter set forth.

1. CERTIFICATION

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

2. DUTIES

The Superintendent of Schools is the chief executive officer of the Board. In harmony with the policies of the Board, state laws, and State Board of Education regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He advises the Board on policies and plans that the Board takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent or his designee as approved by the Board shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Board committee meetings and he or his designee may attend such meetings.

3. OUTSIDE PROFESSIONAL ACTIVITIES

By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the Superintendent's responsibilities.

The Superintendent shall attend appropriate professional meetings at the local, regional, state and national level, the expenses of said attendance and membership fees to be incurred by the Board.

4. TERM

This Agreement shall become effective on July 1, 2025, and shall remain in effect through and including June 30, 2028. The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent's employment:

Prior to the end of the first and second years of this Agreement, the Board at the request of the Superintendent shall vote as to whether the Board wishes to enter into a new Agreement. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 9 shall prevail and the Superintendent's employment may be terminated under the provisions of said section.

As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

5. ANNUAL BASE SALARY

- A. The annual base salary amounts set forth in this Agreement shall be pro-rated for any partial year of service as Superintendent.
- B. The Superintendent's annual base salary for the period July 1, 2025 through June 30, 2026 shall be comprised of the following two components:
 - 1) A cash component of Two Hundred Eighteen Thousand Forty Dollars (\$218,040), payable in periodic installments; and
 - 2) An additional sum of Fifteen Thousand Dollars (\$15,000) per year, over and above the cash component set forth in Section 5A, as to which amount the Superintendent will arrange to have an elective deferral deducted from the Superintendent's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Superintendent 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 IRC Section 403(b), as amended.
- C. The Superintendent's base salary, as set forth in Sections B(1) and B(2) above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board. The total base salary, as set forth in subsections B(1) and B(2), shall be subject to Teachers'

- Retirement Board ("TRB") contributions, and shall be reported by the Board to TRB as part of the Superintendent's base salary for such year for TRB purposes.
- D. Prior to the beginning of the second and third years of this Agreement, respectively, the Board and the Superintendent shall enter into negotiations with respect to the Superintendent's base salary for such years. In the event that the Board and the Superintendent are unable to reach agreement on terms with regard to the Superintendent's base salary for a particular year, the base salary in effect for the preceding year shall remain in effect.

6. FRINGE BENEFITS AND WORKING CONDITIONS

- A. Pro-ration of Benefits: The benefits set forth in Section 6 shall be pro-rated for any partial years of service as Superintendent.
- B. The parties agree that any per diem calculations regarding the Superintendent's employment shall be based on a work year of two hundred sixty (260) days.
- C. The Board of Education shall provide the Superintendent with twenty (20) sick days annually, cumulative to one hundred eighty (180) days. The Superintendent shall be permitted to carry forward into his employment as Superintendent the unused sick leave he has accrued in the course of his prior employment with the Board, subject to the maximum accumulation provision set forth in this section.
- D. The Superintendent shall be entitled to three (3) personal days during each annual term of this contract period, not cumulative, for personal business or emergencies which cannot be conducted outside of work time.
- E. 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 that in which they are earned. Effective on June 30th of each contract year, the Superintendent shall be compensated at the per diem rate for up to five (5) days of unused vacation, and such days shall not thereafter be eligible for use and/or carryover under this paragraph. The Superintendent may carry over up to ten (10) days of unused vacation from one contract year to the next, upon prior notification to the Board.
- F. <u>Health and Dental Insurance</u>: The Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in the High Deductible Health Plan provided to certified administrators employed by the Board, and in the dental insurance plan provided to certified administrators employed by the Board. The Board shall contribute the following amount into the Superintendent's Health Savings Account, as applicable, in the same manner as applicable to certified administrators employed by the Board.

Individual coverage: \$1,250 per year. Family coverage: \$2,500 per year.

If the Superintendent and the Superintendent's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2026, the Superintendent will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2027. If the Superintendent and the Superintendent's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2026, the Superintendent will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2027.

	Discounted	Non-discounted
	Contribution	Contribution
Effective July 1, 2025	23.0%	28.0%

The premium contribution percentages for the 2026-27 and 2027-28 contract years shall be determined in conjunction with the determination of the Superintendent's annual base salary for 2026-27 and 2027-28, respectively, as set forth in Section 5.D of this Agreement.

- G. The Board shall provide the Superintendent a \$380,000 group term life insurance policy.
- H. The Board shall provide the Superintendent with long-term disability insurance coverage under the plan covering certified administrators employed by the Board. The Board shall pay to the Superintendent, as an addition to base pay, an amount equal to the premium cost for such coverage, and the Superintendent shall pay, by way of salary reduction, the premium for such disability insurance to the carrier.
- I. Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.
- J. The Board will provide a car allowance of Six Thousand Dollars (\$6,000) per year paid monthly in twelve (12) installments, for the use of the Superintendent's automobile on school district business. The car allowance shall be subject to all applicable tax withholding and reporting obligations.
- K. The Board will provide a cell phone for use by the Superintendent with costs borne by the Board.

- L. The Superintendent will not be paid for any unused vacation days or leave days of any type upon separation from employment.
- M. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties, upon the approval of the Board Chairperson.
- N. On or about June 30th of each year of this Agreement, the Board shall reimburse the Superintendent for a portion of the Superintendent's mandatory contributions to the Teachers' Retirement System, in an amount equal to four percent (4%) of the Superintendent's base annual salary for that year. Such reimbursement shall be subject to any and all applicable tax withholding and reporting requirements.

7. EVALUATION FORMAT

The Board shall evaluate and assess the performance of the Superintendent semi-annually during the term of this agreement. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question. The Superintendent shall submit to the Board a recommended format for said evaluation and assessment of his performance (hereafter "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for 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 to agree on the development and adoption of a mutually agreeable evaluation format. The Board shall adopt an evaluation format within 90 days of the commencement of each year of this agreement.

8. EVALUATION

The Board in executive session shall evaluate the Superintendent semi-annually in January and June of each year (or on dates mutually agreed by the Board and the Superintendent) of this contract. In the event the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail said deficient performance indicating specific examples where appropriate. The evaluation shall 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 recommendations 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 his personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated the Superintendent's performance to be deficient, in whole or in part, or has made recommendations as to areas of improvement, the Chairperson of the Board shall appoint a committee of not less than two members of the Board to meet in executive session with the Superintendent in an effort to assist him in improving his performance. Said committee shall report in writing to the Board, with a copy to the Superintendent, its activities and the results thereof, within 90 days of such meeting with the Superintendent. Thereafter, the Board may continue the committee and require additional reports when necessary.

At the first meeting to be held prior to the evaluation period, the Superintendent shall provide the Board this contract clause.

Notwithstanding anything in this section to the contrary, the provisions of Section 9 ("Termination") shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

9. 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.
- 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. Insubordination against reasonable rules of the Board of Education;
 - 3. Moral misconduct;
 - 4. Disability which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, 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 that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within 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 20 days after receipt of such request. The Board shall render its decision within 15 days of such hearing and shall send a copy of its decision setting forth the reasons the 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 his own counsel, at his own expense.

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

10. GENERAL PROVISIONS

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.

Date: $\frac{6/27/20}{25}$

C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Steven G. Madancy

Colleen W. Clark, Chairperson

Crew On Clark

Southington Board of Education