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**Vernon Public Schools
Vernon, CT**

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SUPERINTENDENT OF SCHOOLS EMPLOYMENT AGREEMENT

This employment agreement (referred to herein as "Agreement") is made by and between the Vernon Board of Education of Vernon, CT (referred to herein as the "Board") and Dr. Joseph Macary, of Wolcott, CT (referred to herein as the "Superintendent" or "Dr. Macary") in order to set forth the terms of a three year contract of employment between them under which the Board elects, and Dr. Joseph Macary accepts, the position of Superintendent of Schools of Vernon, CT.

The Board, in accordance with its action by election pursuant to the provisions of Section 10-157 of the Connecticut General Statutes, hereby designates and employs Dr. Joseph Macary as Superintendent of Schools for the Vernon, CT Board of Education, and Dr. Macary hereby accepts such designation and employment. The terms and conditions of this employment are set forth by the terms and conditions of this Agreement and are also regulated by applicable statute and regulation.

As used in this Agreement, the word "day" or "days" shall mean calendar days unless a contrary definition is clearly indicated; the word "year" shall mean a 12 month period between July 1 and June 30, unless a contrary definition is clearly indicated; and the word "Chair" shall mean the Chairperson of the Vernon Board of Education or his/her designee.

1.0 DUTIES

A. The Superintendent of Schools is the Chief Executive Officer of the Board. In harmony with the policies of the Board of Education, State and Federal laws, and applicable State and Federal 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 of Education, 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.

B. The Superintendent, or his designee as approved by the Board, shall attend all meetings of the Board of Education and shall participate in all Board deliberations except when matters relating to his own employment are under consideration.

2.0 TERM

The Board agrees to employ Dr. Joseph Macary and he agrees to serve as the Superintendent of Schools for the Town of Vernon, under the direction of the Board, for the period commencing July 1, 2017 through June 30, 2020. 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.

3.0 PROFESSIONAL CERTIFICATION

Throughout the term of this agreement Dr. Macary will maintain and furnish the Board with a valid certificate issued by the State Department of Education to act as a Superintendent of Schools in the State of Connecticut. If at any time during the term of this agreement, Dr. Macary loses or ceases to hold valid certification from the State Department of Education which entitles him to discharge the duties and responsibilities of Superintendent of Schools in the State of Connecticut, this agreement shall immediately be

automatically terminated without notice or hearing under Section 8 of this Agreement, and shall be null and void.

4.0 COMPENSATION

The Superintendent agrees to perform faithfully the duties of Superintendent; and to serve as the Chief Executive Officer of the Board for the term of this Agreement commencing on July 1, 2017. For such service, the Superintendent shall receive a total package in 2017-2018 comprised of the following three parts: (a) the annual amount of \$173,776; (b) an elective tax sheltered annuity plan(s) for \$15,000, selected by the Superintendent; and (c) the Board shall reimburse the Superintendent for his mandatory contribution to the Connecticut State Teachers' Retirement Board.

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 Agreement. 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 or that the termination date of the existing contract has been extended. Under no circumstances shall the salary for the subsequent years be less than the salary for the first year.

5.0 FRINGE BENEFITS

In addition to the annual salary set forth above, the Superintendent shall receive the following fringe benefits as listed or equivalent plans:

A. Medical Insurance

The medical insurance plan available during this agreement is the Health Savings Account (HSA) plan.

The HDHP/ HSA shall be a high deductible health plan which shall have a \$2000 single and \$4000 family annual deductible for in-network services. Out-of-network services will also be subject to a \$2000/\$4000 initial deductible. Once the deductible is met, there shall be no coinsurance payments required for in-network services. Out-of-network services shall be subject to a 70% Plan payment/30% member coinsurance payment, to a coinsurance payment maximum of \$2000 for individual coverage and \$4000 for family coverage. This coinsurance payment shall be in addition to the initial deductible.

An HSA shall be established by the Board for each eligible employee who elects the HSA option and the Board shall annually deposit the sum of \$1000 for single coverage and \$2000 for family or two-person coverage in the employee's HSA account.

Prescription drugs are covered as part of the HSA Plan and will count toward satisfying the applicable \$2000/\$4000 deductible. Prescription drug co-pays for drugs purchased after the deductible has been satisfied will be subject to employee co-pays of \$5/\$20/\$35 during 2017-2018 for a 30 day supply. A ninety day supply is available through mail order at twice (2x) the normal 30-day co-pay.

The Superintendent's premium share contribution levels for the HDHP/HSA shall be 20% for 2017-2018.

B. Dental Insurance

The Board of Education shall provide the Anthem full service dental plan coverage for the Superintendent and his eligible dependents with Riders A, B, C, and D. The available dental riders must be elected as a package of all dental riders. The Superintendent shall contribute 35% of the dental plan premiums, including riders for 2017-2018.

C. Life Insurance

The Board shall provide two (2) times the Superintendent's salary of term life insurance for the Superintendent during the term of this Agreement.

D. Disability Insurance

The Board shall provide disability coverage at no cost to the Superintendent.

E. Vacation

The Superintendent will be provided twenty-five (25) vacation days per year, exclusive of legal Holidays, pro-rated for any partial year of employment. He must use at least twenty (20) vacation days during the year in which they are earned and may carry over no more than five (5) unused vacation days into the succeeding year.

The Superintendent will be paid for unused vacation days at the time of termination/resignation at the daily rate of 1/260 of the annual salary times the number of unused vacation days per existing Board policy pro-rated to the date of termination. In the event of death, unused vacation will be paid to his estate per existing Board policy.

F. Sick Days

The Board of Education shall provide the Superintendent with twenty (20) paid sick days annually, cumulative to two hundred sixty (260) days.

G. Holidays

The Superintendent shall be entitled to the following paid holidays each year:

Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day.

If school is in session on one of the above holidays, the holiday will be taken on a date mutually agreed upon by the Superintendent and the Chair.

H. Personal Days

The Board of Education shall provide the Superintendent annually with five (5) personal days to be used at his discretion. These days are to be non-cumulative from year to year.

I. Bereavement Days

In addition to the Personal Days, up to three (3) additional days of leave with full pay shall be granted to the Superintendent in the event of death within the immediate family. Immediate family for the purposes of this clause is defined as spouse, children, parents, siblings, grandparents, grandchildren, stepchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, great grandparents, great grandchildren, sister-in-law, brother-in-law, and also any relative who is domiciled in the Superintendent's household.

J. Travel

The Superintendent will receive a travel allowance of \$3000 per year for the use of his automobile on school business.

K. Professional Development

The Superintendent is expected to attend appropriate professional meetings at the state and local levels, the expenses of said attendance to be paid by the Board with its prior approval and notice from the Superintendent.

6.0 EVALUATION

The Board shall annually evaluate and assess in writing the performance of the Superintendent during the term of this agreement. The evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question.

A. Evaluation Format

The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance (hereinafter called "evaluation format"). The evaluation format shall be reasonably objective and shall be based on professional standards, as well as goals set by the leadership team (Board and Superintendent).

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 ninety (90) days of the commencement of each year of this Agreement.

B. Evaluation

The Board shall evaluate the Superintendent within ninety (90) days after the completion of the school year (June 30). In the event that the Board determines under the evaluation format, that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, said deficient performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems 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 with thirty (30) days of its completion and the Superintendent shall have the right to make a written response or reaction 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.

Whenever the Board has evaluated performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Chairperson of the Board shall appoint a committee of not less than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matter. Said committee shall report in writing to the full Board, with a copy to the Superintendent, its activities and the results, thereof, within ninety (90) days. Thereafter, the Board may continue the Committee and require additional reports where necessary.

It is anticipated that all meetings with the Superintendent to discuss, plan for or implement provisions of his evaluation will be held in executive session, unless the Superintendent exercises his right under the Connecticut Freedom of Information Act to have such discussions in open session or is otherwise required by law to be in open session.

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

7.0 OUTSIDE PROFESSIONAL ACTIVITIES

With the advance approval of the Board, or in instances of short notice, with the advance approval of the Board Chairperson, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, provided such activities do not interfere with the meeting of his professional responsibilities. It is agreed and understood that no such activities will harm the image or reputation of the Vernon Public Schools.

