

CROMWELL BOARD OF EDUCATION

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Cromwell (hereinafter called the "Board") and Dr. Enza Macri (hereinafter called the "Superintendent") that the said Board, has and does hereby employ the said Dr. Enza Macri as Superintendent of Schools and that Dr. Enza Macri 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 of Education 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 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 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.

3. TERM:

The term of said employment is from **July 1, 2023 to 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 this contract for an additional period not to exceed three (3) years at any time:

- A. Prior to the end of the first year of a three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- B. 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 for a new 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 this contract clause.
- C. Anything in this paragraph to the contrary notwithstanding, the provisions of section 9 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. WORK YEAR

The work year for the Superintendent of Schools shall be twelve (12) months equivalent to Two Hundred Twenty-Two (222) work days, with 27 days of vacation time. For purposes of computation, the work year shall be stated as 222 days. 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.

The Base Salary and Fringe Benefits set forth in sections 5 and 6 shall be pro-rated for any partial year of service. 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. BASE SALARY:

A. The annual base salary for the **2023-2024** school year for the Superintendent of Schools shall be the sum of (a) **\$ Two Hundred Sixteen Thousand Two Hundred Ninety-Three Dollars and Sixty-One Cents (\$216,293.61)** paid in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of Six Percent (6%) of the annual base salary plus the doctorate (i.e. \$13,217.62) 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, and (c) an additional Four Thousand Dollars (\$4,000.00), over and above the cash component set forth in section 5A (a) above, in recognition of her doctorate degree.

B. The cash component of the annual base salary set forth in section 5A (a) above shall increase by 3% in the **2024-25** contract year, and shall increase by 4% in the **2025-26** contract year. The tax-sheltered annuity set forth in section 5A (b) above shall increase to 7% of the annual base salary plus the doctorate degree for the **2024-25** contract year, and shall increase to 8% of the annual base salary plus the doctorate degree for the **2025-26** school year. C. For the

purposes of reporting the Superintendent's annual salary to the Connecticut State Teachers' Retirement System for the years covered by this agreement and for determining the amount of the mandatory contributions payable by the Superintendent to TRB, the Board shall include the full amount of the total annual salary as specified in Sections 5A (a), (b) and (c) respectively, and the Superintendent's mandatory contributions payable to TRB shall be deducted by the Board from said total annual salaries as specified in Sections 5A (a), (b) and (c) respectively, and transmitted by the Board to TRB.

6. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with twenty (20) sick days annually, cumulative to two hundred twenty-two (222) days. Up to a maximum of twenty-five percent (25%) of unused sick days shall be compensated when employment terminates.
- B. The Board of Education shall provide the Superintendent with twenty-seven (27) vacation days annually. Upon resignation or retirement, the Superintendent will be paid for unused vacation days at the daily rate of $1/222$ of annual salary times the number of accumulated days. The Superintendent may carry over up to twenty (20) days from one year to the next with prior approval from the Board. If more than 20 vacation days were not used, the Board shall reimburse the Superintendent for up to five (5) additional unused vacation days at the current year's per diem rate of pay at the $1/222$ daily rate. The request must be made to the Director of Human Resources and must be reasonably granted. If the Superintendent wishes to take one (1) week or more of vacation at a time, she shall notify the Board Chairperson of the dates of such vacation. The Superintendent may not take three (3) consecutive weeks of vacation without prior approval from the Board in the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.
- 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 six (6) personal absence days to be used at her discretion as the need arises.
- 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. Should said health insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision.
- F. Upon separation from the Cromwell Public Schools, the Board will pay a portion of the applicable health insurance premium for single medical and dental coverage that is not funded by the Teachers' Retirement System up to a maximum of Fifteen Thousand Dollars (\$15,000.00) per year. This benefit shall be in place for six (6) years.

Notwithstanding, this benefit shall terminate if the Superintendent is otherwise eligible for medical and dental coverage through a subsequent employer or upon the Superintendent reaching age sixty-five (65). The parties agree and acknowledge that the medical and dental coverage offered under this provision, shall be the same as is provided to a majority of active administrators.

- G. The Board shall provide term life insurance for the Superintendent in the amount of three times (3x) the annually salary in the applicable contract year during the term of this Agreement.
- H. The Board shall pay the premium for a long-term disability insurance policy to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Agreement after a suitable qualifying period as may be provided for and in accordance with the policy on file in the Board offices.
- I. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties.
- J. The Board shall provide the Superintendent a monthly allowance of Four Hundred Dollars (\$400.00) for use of her personal automobile related to the performance of her position.

7. OUTSIDE ACTIVITIES:

- A. 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 Cromwell Public Schools. Out-of-pocket expenses, as provided for in the district budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities.
- 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 Hartford 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.
- C. 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 her responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, she shall provide the Chairperson written notice of such activities.

8. 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. 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 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 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. The Superintendent and the Board of Education Chair can mutually agree to extend the evaluation timeline for up to two (2) months. 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 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.

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 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.

C. The Board may terminate the contract of employment during its term for one or more of the following reasons:

- (1) Ineffectiveness or incompetence;
- (2) Insubordination against reasonable rules of the Board of Education;
- (3) Moral misconduct;
- (4) Disability as shown by competent medical evidence;
- (5) 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.

10. 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 an agreement in writing signed by both parties. Upon signing, it supersedes all prior agreements between the parties.

- 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.

CELINA KELLEHER
CROMWELL BOARD OF EDUCATION

DR. ENZA MACRI
SUPERINTENDENT

By Celina Kelleher 9/12/23

Date

Enza Macri 9/12/23

Date