

Superintendent's Contract
Timothy F. Connellan
Board of Education of Southington, Connecticut
August 11, 2014 – June 30, 2017

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

1. DUTIES

The Superintendent of Schools is the chief executive officer 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 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.

The Superintendent or his 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 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.

2. 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 meeting of his responsibilities as Superintendent.

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.

3. TERM

The term of said employment is for a period commencing on August 11, 2014 and continuing through June 30, 2017. 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 of three years:

Prior to March 31, 2016, the Board of Education at the request of the Superintendent shall vote regarding whether the Board wishes to enter into a new contract for a period of three years. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 8 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.

4. COMPENSATION

- A. The annualized base salary amounts set forth in Sections B(1), B(2) and B(3) below shall be pro-rated for any partial year of service as the Superintendent, except that for the 2014-15 year only, the amount set forth in Section B(3) below shall not be pro-rated. The base salary of the Superintendent shall be negotiated annually. Any adjustment in salary made during the life of this contract shall be in the form of an amendment to and shall become part of this contract. In this regard, a new contract will be executed whenever the Superintendent is elected to a new three-year term.

Compensation for Superintendent services for any period that employment is renewed under the provisions of Section 3 of this Agreement shall be negotiated and agreed to by the Board and the Superintendent prior to the commencement of the new contract term. Under no circumstances shall base salary for the subsequent years be less than the base salary for the prior year.

- B. The Superintendent's annualized base salary for the period August 11, 2014 through June 30, 2015 is the sum of the following three components:
- 1) An annualized cash component of One Hundred Seventy-Nine Thousand Nine Hundred Ten Dollars (\$179,910), payable in periodic installments (which shall be pro-rated based on the Superintendent's August 11, 2014 start date); and
 - 2) An annualized additional Doctoral stipend of Two Thousand Two Hundred Fifty Dollars (\$2,250), which shall become effective at such time as the Superintendent earns a Doctoral degree; and

- 3) An annualized additional sum of Five Thousand Dollars (\$5,000) per year, as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Internal Revenue Code Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice under the 403(b) plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code; and
- C. The Superintendent's base salary, as set forth in Sections B(1), B(2) and B(3) 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), B(2) and B(3) above, shall be subject to 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.

5. FRINGE BENEFITS AND WORKING CONDITIONS

The parties hereto agree as follows:

- A. The following benefits set forth in this Agreement shall be pro-rated for 2014-15 (based on the Superintendent's August 11, 2014 start date) and for any other partial year of service as Superintendent: the annual number of sick days, vacation days and all leave days; the Board's contribution to the Superintendent's Health Savings Account; and the annual car allowance. 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.
- B. The Board of Education shall provide the Superintendent with twenty (20) sick days annually, cumulative to one hundred eighty (180) days.
- C. The Board of Education shall provide the Superintendent with twenty-five (25) vacation days annually, exclusive of legal holidays, with such days to be taken during the year that in which they are earned. The Superintendent may carry over up to ten (10) days of vacation from one contract year to the next, upon prior notification to the Board.
- D. Effective September 1, 2014, the Board of Education shall provide the Superintendent and his eligible dependents with health insurance coverage through the High Deductible/HSA plan ("HSA plan") offered to certified administrators employed by the Board. The HSA plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)		\$2000/4000

(Note: preventive care not subject to deductible)		
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount. For the 2014-15 contract year, the full amount of the Board's contribution toward the deductible will be deposited into the Superintendent's HSA account in or about September, 2014. Effective with the 2015-16 contract year, one-half of the Board's contribution toward the deductible will be deposited into the Superintendent's HSA account in July and the remaining one-half will be deposited into the Superintendent's HSA account in January. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees of the Board. The Board shall have no obligation to fund any portion of the HSA deductible upon separation from employment.

Effective September 1, 2014, the Board shall also provide the Superintendent and his eligible dependents with dental coverage under the dental insurance plan provided to certified administrators employed by the Board.

The Superintendent shall contribute toward the costs of such health and dental insurance, by payroll deduction, as set forth below.

Effective September 1, 2014:	18%
Effective July 1, 2015:	19%

Effective July 1, 2016, and effective on each July 1st thereafter, the Superintendent's insurance premium contributions shall be reduced as set forth below if the Superintendent and the Superintendent's enrolled spouse and dependents (as applicable) participate in all applicable components of a wellness incentive program to be established by the Board in coordination with the Board's insurance plan administrator.

Accordingly, the Superintendent shall pay the following percentages toward the costs of the health and dental insurance coverage set forth above, as applicable, based on compliance with the wellness provisions set forth above:

	Discounted Contribution	Non-discounted Contribution
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Effective July 1, 2016	20%	25%
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- E. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses, approved by the Chairman of the Southington Board of Education, incurred in the performance of his professional duties.
- F. The Board shall provide the Superintendent a \$425,000 group term life insurance policy.
- G. 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.
- H. 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.
- I. 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.
- J. The Board will provide a car allowance of Four Thousand Five Hundred Dollars (\$4,500) per year paid monthly in 12 equal payments, 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.

6. 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.

7. 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 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 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 Chairman 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 8 ("Termination") shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

8. 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 90 days.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
 - (1) Inefficiency, incompetence or ineffectiveness;
 - (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.

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.

9. GENERAL PROVISIONS

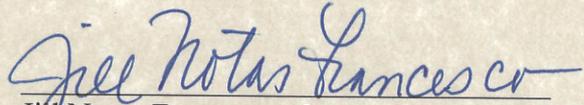
- A. If any part of this agreement is ruled invalid the remainder of the agreement shall be binding and effective against the parties.
- B. This contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract the day and year aforesaid.

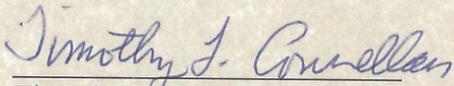
Dated this 12 day of May, 2014.



Brian S. Goralski, Chairman
Southington Board of Education



Jill Notar-Francesco, Secretary
Southington Board of Education



Timothy F. Connellan
Superintendent of Schools



Superintendent's Contract Addendum

Approved January 24, 2019

Term of Contract:	July 1, 2018 through June 30, 2021
Annual salary - 2019-2020:	\$200,000
Board contribution to 403(b) - 2019-2020:	\$ 12,500
Car allowance - 2019-2020:	\$ 4,500

Brian Goralski, Chairperson
Southington Board of Education

Timothy F. Connellan, Superintendent
Southington Public Schools



Date 1-30-19

Date 1/25/19