

WILLINGTON PUBLIC SCHOOLS

40A Old Farms Road Willington, CT 06279 Phone: 860.487.3130 Fax: 860.487.3132

EMPLOYMENT AGREEMENT for Superintendent of Schools

It is hereby agreed by and between the Willington Board of Education (hereinafter referred to as the "Board") and Philip "Phil" Stevens (hereinafter referred to as "Superintendent"), that the Board does hereby employ Phil Stevens as Superintendent of the Willington Public Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Phil Stevens hereby accepts such employment, 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 shall serve as the chief executive officer of the Willington Public Schools.

In harmony with the policies of the Board, and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. As such, he shall be responsible for development of the school district's annual budget; supervising and directing the day-day-operations of the school district and school district staff and employees, and shall have the power to reprimand, suspend or terminate all such staff, employees and administrators consistent with any applicable collective bargaining agreement or employment contracts and /or Board policies. Further, the Superintendent is to ensure that policies of the Board and federal and state laws and regulations are adhered to throughout the district. As such, the Superintendent shall advise the Board on policies and plans that the Board takes under consideration, and he shall take the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent 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 or his designee, as authorized by the Board, shall attend all Board Committee meetings.

3. Term of Agreement

- A. The term of this contract shall be for a three-year period effective from July 1, 2023 through June 30, 2026.

B. The Superintendent and the Board agree that they shall adhere to the following procedures to extend the Superintendent's employment under this contract:

1. Prior to the end of the first year of each three-year contract, the Board, at the request of the Superintendent, may vote on a new three-year contract.

2. Prior to the end of the second year of each three-year contract, the Board of Education shall vote as to whether it wishes to enter into a new contract with the Superintendent. At least three months prior to the end of the second year of this contract, the Superintendent shall notify the Board that the second year of his contract is about to expire, and shall provide the Board this contract clause.

Anything in this paragraph to the contrary notwithstanding, the provisions of section 12 shall take precedence and the Superintendent's employment may be terminated under said section.

4. Work Year

The work year for the Superintendent shall be twelve months. 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. Compensation

The annualized base salary amounts set forth in this agreement shall be prorated for any partial year of service as Superintendent.

A. 2023-2024: The Superintendent's base annual salary for the 2023-2024 contract year shall be \$157,891 paid in bi-weekly payments.

The base salary of the Superintendent will consist of two parts: an annual salary plus an elective tax-sheltered annuity pursuant to a valid and legally binding salary reduction agreement in accordance with the applicable provisions of the internal revenue code to be paid to a tax-sheltered annuity selected by the superintendent in the amount of \$5,500.

The parties shall reopen this contract in the spring of 2024 to negotiate compensation for 2024-2025 and 2025-2026.

6. Benefits

A. Per Diem Payments: For the purpose of determining the Superintendent's per diem rate in order to make any payments for unused sick leave and/or vacation in accordance with the terms of this Agreement, the Board shall divide the Superintendent's annualized base salary by two hundred sixty (260) days.

B. Sick Leave: The Board shall provide the Superintendent with twenty (20) sick days per fiscal year for personal illness of the Superintendent. The

Superintendent may use up to (10) of his sick leave days each year to care for ill members of his immediate family.

Sick leave shall be cumulative to a maximum of two hundred twenty (220) days. Upon the Superintendent's separation from employment with the Board for retirement or for any reason other than termination of the Superintendent's employment for cause under section 12 of this Agreement, the Board will compensate an amount equal to the dollar value of fifty percent (50%) of his accumulated, unused sick leave, based on the Superintendent's per diem pay rate (1/260th of annual salary) in the contract year in which such separation occurs.

C. Personal Leave: The Superintendent may use up to five (5) personal days per year for the purpose of attending to personal matters that cannot be attended to outside the work day. The Superintendent shall notify the Board Chairperson at least five (5) days prior to taking a personal day, except in the event of an emergency. Personal days shall be non-cumulative. The Superintendent will not be paid for unused personal days.

D. Bereavement leave
The Superintendent shall be entitled to up to five (5) days per year with full pay for death in the immediate family. Immediate family shall be defined to include parents, grandparents, spouse, in-laws, siblings or children of the Superintendent, or any other person residing in the Superintendent's home. Leave for attendance at funerals for other than immediate family shall be considered on an individual basis and approved by the Board Chair.

E. Vacation: The Board shall provide the Superintendent with twenty-five (25) paid vacation days each year of the Agreement, exclusive of the holidays set forth in this Agreement.

The Superintendent may carry over up to eleven (11) vacation days from one fiscal year to another with proper approval from the Board Chair or his/her designee. The superintendent can accumulate up to a maximum of thirty-six (36) vacation days.

If the Superintendent wishes to take one (1) week or more of vacation at a time, he shall notify the Board Chairperson of the dates of such vacation.

The Superintendent may request the Board for compensation for unused vacation days at the end of each contract year, retroactive to the 2019-2020 school year. Compensation would be paid at the Superintendent's per diem (1/260th annual salary).

In the event of death, unused vacation days will be paid at the Superintendent's per diem (1/260th of annual salary) times the number of accumulated days to the Superintendent's estate.

- F. Holidays: The Superintendent shall be entitled to thirteen (13) paid holidays in each year of the Agreement, which shall include the following days:

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

- G. Health and Dental Insurance Benefits: The Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in the health plan available to certified administrators employed by the Willington Public Schools. If enrolled in coverage, the Board will contribute into the Superintendent's HSA at the same level as the certified administrator's contract. If the Superintendent chooses to waive the health and dental insurance benefits, he will have the right to an insurance waiver in the amount of \$1,200.

The Superintendent shall contribute at the determined administrator rate of the annual premium for such health and dental insurance.

- H. Life Insurance: The Board shall provide term life insurance in the amount of \$300,000.
- I. Insurance Benefits: General Provisions: Participation in any of the insurance plans described in the 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. Short-Term / Long-Term Disability Insurance: The Superintendent may participate, at his expense, in a Short-Term or Long-Term Disability Insurance Plan of his choosing.
- K. Cell Phone: The Board shall provide the Superintendent with a cell phone necessary for the conduct of his position. All expenses related to the use and maintenance of the cell phone shall be administered by the Business Manager's office on a monthly or quarterly basis.

7. Evaluation

The Board shall evaluate and assess in writing the performance of the Superintendent. The Board shall conduct said evaluation at least annually during the term of this Agreement, in May or June of each year. This evaluation and assessment shall be reasonably related to goals and objectives of the district for the year in question. 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

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a mutually agreeable evaluation format. The evaluation format shall be reasonable 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 an evaluation system both as to overall performance and as to the specified criteria set forth in the evaluation format.

The written evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. 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.

8. Professional Organizational Membership

The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant experiences with Superintendent associations and organizations, as mutually agreed upon by the Board and the Superintendent.

9. Professional Conference

The Board encourages the Superintendent to continue professional development, attend approved professional conferences and expects the Superintendent to participate in relevant learning experiences (as they relate to duties and responsibilities as Superintendent). Subject to budgeted appropriations, the superintendent may attend professional conferences at the local, state, and national level, with expenses to be reimbursed from the school budget.

10. Outside Professional Activities

Upon notification of 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 his responsibilities as Superintendent. If the activities occur during the district's regular business day, and if the Superintendent receives compensation for such activities the Superintendent shall use vacation days to fulfill the requirements of the engagements.

11. Travel Allowance

The Superintendent shall be reimbursed for the use of his automobile for out-of-district meetings in the performance of his duties at the maximum rate per mile permitted by the Internal Revenue Service Code. Said payments shall be made on a monthly basis upon presentation of a written log.

The Superintendent will be paid a flat fee of \$1,200 annually for travel within the district. This amount will be split evenly between two payments made in December and June.

12. Termination of Agreement

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement 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 between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate this Agreement during its term for one or more of the following reasons:
 - (1) Inefficiency or incompetence;
 - (2) Insubordination against reasonable rules of the Willington Public Schools;
 - (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.

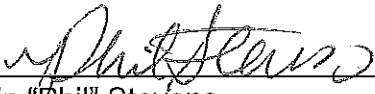
In the event the Board seeks to terminate this Agreement for one of the above reasons, the Board shall serve on the Superintendent written notice that termination of his contract under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent by file with the Board a written request for a hearing that shall be held within thirty (30) days after receipt of such request. The Board shall render its decision to the Superintendent, setting forth the reasons and evidence for its decision. 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 in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

13. General Provisions

- A. If any of the provisions, terms or clauses of this Agreement is 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 by an agreement in writing signed by both parties.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement.



Philip "Phil" Stevens
Superintendent

6/23/23
Date



Michelle Doucette Cunningham
Board of Education Chair

6/23/23
Date

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WILLINGTON, CT.

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TOWN CLERK