

AGREEMENT

It is hereby agreed by and between the Board of Education for the Town of Manchester, Connecticut (hereinafter referred to as the "Board") and Matthew A. Geary (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Matthew A. Geary as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Matthew A. Geary 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 Board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent 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. The Superintendent 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 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 or his designee, as authorized by the Board, shall attend all Board Committee meetings.

3. **Term of Agreement**

A. The Superintendent shall commence employment with the Board on July 1, 2017.

This Agreement shall remain in effect through and including June 30, 2020.

B. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

C. Prior to June 30, 2018, the Superintendent may request that the Board vote with respect to whether the Board wishes to enter into a new Agreement beyond the term of this Agreement.

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. Base Salary

The annualized base salary amounts set forth in this Agreement shall be pro-rated for any partial year of service as Superintendent.

The Superintendent's base annual salary for the 2017-18 contract year shall be the sum of the following:

- A. A cash component of One Hundred and Eighty-Eight Thousand and Seven Hundred Dollars (\$188,700) paid in equal bi-weekly payments; and
- B. An additional sum in the amount of Thirteen Thousand and Eight Hundred Dollars (\$13,800), over and above the cash component set forth in Section A above, paid in equal bi-weekly payments, 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 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 the Superintendent's choice and/or into a 403(b)(7) custodial account of the Superintendent's choice under the 403(b) plan available to Board employees in accordance with Section 403(b) of the Code.

Prior to July 1, 2018 and July 1, 2019, respectively, the Board and the Superintendent shall enter into negotiations with respect to the Superintendent's base salary for the following contract year. 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. **Benefits**

- A. **Pro-ration of Benefits**: The number of sick days, personal days, vacation days and other leave days shall be pro-rated for any partial years of service as Superintendent.
- B. **Sick Leave**: The Board of Education shall provide the Superintendent with Fifteen (15) sick days per fiscal year for personal illness of the Superintendent. Such sick days shall be credited to the Superintendent at the beginning of each contract year. In addition, the Superintendent shall be permitted to carry forward into his employment as Superintendent any and all unused sick leave days remaining on the books as of June 30, 2014 in connection with the Superintendent's immediately preceding employment as an administrator employed by the Board. Sick days shall be cumulative to a maximum of Eighty (80) days.
- C. **Personal Leave**: The Superintendent may be granted five (5) leave days with pay per contract year for necessary personal business which cannot be transacted other than during working hours. Necessary personal leave shall be non-cumulative. Except in the case of an emergency, the Superintendent shall request permission from the Board Chair to take such leave at least twenty-four (24) hours in advance.
- D. **Holidays**: The Superintendent shall be entitled to paid holidays on days on

which the Board's administrative offices are closed due to the observance of holidays.

- E. Vacation: The Board of Education shall provide the Superintendent with Twenty (20) days of vacation per fiscal year, exclusive of holidays on which the Board's administrative offices are closed. Such vacation days shall be credited to the Superintendent at the beginning of each contract year. The Superintendent may not carry over any vacation days from one fiscal year to another without prior approval from the Board. If the Superintendent wishes to take one (1) week or more of vacation at a time, he/she shall notify the Board President of the dates of such vacation. The Superintendent may not take more than three (3) consecutive weeks of vacation without the prior approval of the Board.

In the event of the death of the Superintendent, any earned but unused vacation will be paid to the Superintendent's estate. In the event that the Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, he/she shall be entitled to be paid for unused vacation credited during the fiscal year in which he/she retires or resigns on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Superintendent must provide the Board with written notice of such resignation or retirement at least ninety (90)

days prior to the effective date of such resignation or retirement.

Any vacation days to be paid to the Superintendent in accordance with this section shall be paid at the Superintendent's per diem rate, which shall be calculated at 1/260th of the Superintendent's annual base salary.

- F. Health and Dental Insurance Benefits: The Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in the health and dental insurance plans provided by the Board to non-affiliated employees of the Board. The Superintendent shall pay, through payroll deduction, 14% for the High Deductible Health Plan for the 2017-2018 contract year. The Superintendent shall pay, through payroll deduction, the same percentage for basic dental coverage as the Superintendent pays for the health insurance plan he selects. The Superintendent shall pay 100% of the costs for any additional dental rider offered to non-affiliated employees.

The insurance premium contribution percentages for the remaining years of this Agreement shall be negotiated in conjunction with the base salary negotiations described in Section 5 of the Agreement.

The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the Superintendent to pay his insurance premium contributions on a pre-tax basis.

- G. Life Insurance: The Board shall provide term life insurance for the Superintendent with a face amount of Two Hundred Thousand Dollars (\$200,000).

- H. Insurance Benefits: General Provisions: 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. Automobile Allowance: The Board shall pay to the Superintendent an allowance of Five Thousand Dollars (\$5,000) annually, payable in equal monthly installments, in lieu of any other allowance or reimbursement, for the use of his personal automobile for travel necessary to carry out his duties as Superintendent. Payment of the automobile allowance shall be subject to any and all applicable income taxes, tax withholding and reporting requirements.

7. **Evaluation Format**

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the 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 a mutually agreeable evaluation format. If the Board and the Superintendent are unable to reach agreement on an evaluation format, the Board will determine the 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 an evaluation system both as to overall performance and as to the specific criteria set forth in the evaluation format.

8. **Evaluation**

The Board in executive session shall evaluate the Superintendent no later than May 31st of each year of this agreement. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent no later than June 30 of each year of this Agreement. 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. No later than July 31 of each year of this Agreement, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

The Superintendent shall provide the Board with a copy of this contract clause, no later than April 15 of each year of this Agreement.

9. **Professional Meetings**

The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Subject to budgeted appropriations and advance approval of the Board, the Superintendent may attend professional meetings, seminars and conferences related to the performance of his duties as Superintendent, with the expenses to be paid by the Board.

10. **Outside Professional Activities**

The Superintendent may undertake with prior approval of the Board consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with his responsibilities as Superintendent.

11. **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 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 this Agreement 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 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 the completion of such hearing and shall send a copy of 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.

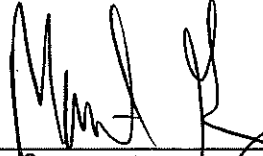
12. **General Provisions**

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.

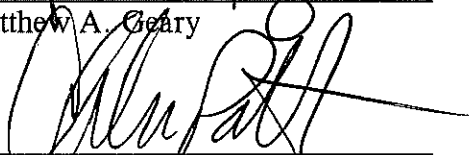
C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.



Matthew A. Geary

Date: 6/12/17



Christopher Pattacini, Chairperson
Manchester Board of Education

Date: 6/12/17

