

**CONTRACT OF EMPLOYMENT ASSISTANT SUPERINTENDENT FOR
CURRICULUM, INSTRUCTION AND ASSESSMENT**

MADISON, CONNECTICUT

The **BOARD OF EDUCATION OF THE TOWN OF MADISON, CONNECTICUT** ["the Board"] and **MS. GAIL DAHLING-HENCH** do hereby enter into this Contract of Employment ["the Contract"] by and through which the Board does employ Gail Dahling-Hench as Assistant Superintendent of Curriculum, Instruction and Assessment of the Madison Public Schools and Ms. Dahling-Hench does accept employment as Assistant Superintendent of Curriculum, Instruction and Assessment of the Madison Public Schools, which employment shall be governed by the terms and conditions set forth herein.

1. TERM OF EMPLOYMENT

The Board hereby agrees to employ Gail Dahling-Hench ["Assistant Superintendent"] as Assistant Superintendent of Curriculum, Instruction and Assessment for the Town of Madison, with an effective date of July 1, 2022 and continuing up through and including June 30, 2025.

2. BASE SALARY

a. As of July 1, 2022 through June 30, 2023, the base salary of the Assistant Superintendent shall consist of the following two (2) components: (1) cash payment of One Hundred Ninety Thousand and Nine Hundred Fifty-Four Dollars (\$190,954) and (2) A Seven Thousand Two Hundred Ten Dollar (\$7,210) non-elective annuity contribution, which is payable by the Board at the Assistant Superintendent's discretion to a district approved tax- sheltered annuity contract in accordance with section 403(b)(12)(A)(II) of the Internal Revenue Code, as amended.

b. Base salary for the years commencing July 1, 2023 and July 1, 2024 shall be set by the Board upon the recommendation of the Superintendent after consultation with the Assistant Superintendent in June of 2023 and June 2024 respectively. If no salary adjustment is agreed upon in any given year, then the salary shall remain at the rate for the immediately preceding contract year.

c. The salary payments shall be made bi-weekly in equal installments, and shall be subject to withholding for the Connecticut Teachers' Retirement Board contribution, all deductions required by state and federal law, and all voluntary deductions authorized by the Assistant Superintendent in writing.

3. FRINGE BENEFITS

a. The Assistant Superintendent shall be entitled to twenty-eight (28) vacation days per year, prorated for a partial year of employment, exclusive of holidays as defined in this Agreement. The accumulation of unused vacation days shall be limited to a maximum accumulation of sixty (60) days in any contract year. Should a circumstance arise that prevents the Assistant Superintendent from taking vacation days as provided herein, she may request that

the Superintendent increase the number of accumulated unused vacation days that may be carried over to no more than fifteen (15), provided that the Superintendent grant this request only after prior consultation with the Board and provided further that any such additional vacation days carried over shall be taken in that subsequent year.

b. The daily rate of pay, for the purpose of vacation leave payout at time of retirement or separation from Madison Public Schools, shall be limited to thirty-six (36) days, and shall be based upon the number of full year working days (*i.e.*, 230 days).

c. The Board agrees to grant the Assistant Superintendent the following holidays during the work year:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day After Thanksgiving	Presidents' Day
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day
New Year's Eve Day	Independence Day

d. The Board shall provide the Assistant Superintendent with eighteen (18) days of sick leave with full pay in each year of this Agreement. Unused sick time may accumulate from year to year up to a maximum of two hundred thirty (230) days. It is understood that upon the termination of this Contract and the Assistant Superintendent's employment by the Board, whether such termination be voluntary - including but not limited to her retirement -- or involuntary, the Assistant Superintendent's unused annual and accumulated sick days shall be forfeited.

e. The Board shall provide the Assistant Superintendent in any contract year with up to five (5) days of paid personal leave. Whenever it is reasonably possible to do so, the Assistant Superintendent shall give the Superintendent advanced notice of her intention to take personal leave.

f. The Board shall provide the Assistant Superintendent in any contract year with up to five business days of paid bereavement leave immediately following the date of death of the Assistant Superintendent's spouse, father, mother, sister, brother, daughter, son, mother-in-law, or father-in-law. The Board shall provide the Assistant Superintendent in any contract year with one business day of paid bereavement leave to attend the funeral of other family members or close friends.

g. The Board shall provide the following additional benefits to the Assistant Superintendent during the term of this Agreement as are provided for administrators under the collective bargaining agreement dated July 1, 2021 through June 30, 2024 between the Board and the Association of Madison Administrators [“AMA”], on the same terms as are provided for such administrators:

- Longevity adjustment in accordance with Article V (\$500 in 2022-2023).

- Medical and dental insurance for the Assistant Superintendent and the dependent members of her immediate family in accordance with Article VII.
- Retirement Compensation in accordance with Article VIII

h. Should the Assistant Superintendent retire from her position with the Madison Public Schools, she shall have the right in accordance with Conn. Gen. Stat. § 10-183t to participate at her own expense in the group health insurance plan the Board offers to administrators.

i. The Board shall provide a long-term disability insurance policy for the Assistant Superintendent during the term of this Agreement. The policy provides for a payment per month of 60% of base salary with a maximum not to exceed regular policy limits, whichever is less, after ninety (90) calendar days of absence.

j. The Board shall provide term life insurance for the Assistant Superintendent in the amount of Three-Hundred Fifty-Thousand and 00/100 Dollars (\$350,000) during the term of this Agreement.

k. The Board shall provide the Assistant Superintendent an annual allowance of Four Thousand Two Hundred and 00/100 Dollars (\$4,200) for all automobile expenses related to the performance of her position payable at \$350 per month.

l. The Board shall provide the Assistant Superintendent with all business supplies necessary for the conduct of her position; including a computer and Twenty and 00/100 Dollars (\$20) monthly payment toward cell phone data plan.

m. The Board shall maintain a Section 125 salary agreement to facilitate exclusion from taxable income of the Assistant Superintendent's cost-share for medical and dental insurance.

n. The Board shall provide the Assistant Superintendent with the option of participating in the Madison Public Schools' Flexible Spending Plan (FSA) to facilitate excluding a portion of her salary from taxable income dependent care expenses. The annual circumstances and amount of monies eligible for optional tax exclusion are subject to the provisions of the Internal Revenue Services (IRS) regulations on Flexible Spending Plans.

o. When seeking reimbursement for work-related expenses incurred by the Assistant Superintendent in the course of performing the duties and responsibilities of her position, the Assistant Superintendent shall provide acceptable documentation, including but not necessarily limited to receipts, substantiating such expenses.

4. DUTIES

The Assistant Superintendent for Curriculum, Instruction and Assessment functions as an assistant to the Superintendent and may serve as his designee in the absence of the Superintendent as the chief administrative officer of the district. She has the general responsibility of assisting the Superintendent substantially and effectively in the task of providing leadership in developing, achieving, and maintaining the best possible educational programs and services for the students

enrolled in the Madison Public Schools. She is delegated authority by the Superintendent, thus supervising on a constant, ongoing basis the translation of the district's educational philosophy, goals and objectives into active terms that directly benefit each individual student.

The Assistant Superintendent, as designated by the Superintendent, shall attend all meetings of the Board of Education and shall participate in selected Board deliberations, except when matters relating to her own employment are under consideration. The Assistant Superintendent for Curriculum, Instruction and Assessment shall receive notice of all board committee meetings and shall attend such meetings as designated by the Superintendent.

It is understood that the Assistant Superintendent, during the term of her employment, will not be engaged in other compensable activities, professional or otherwise, which would conflict with the performance of her duties as Assistant Superintendent of the Madison Public Schools. Before accepting any other paid employment, the Assistant Superintendent will review with the Superintendent all details of such employment and receive the Superintendent's permission to undertake such employment.

5. STATUTORY COMPLIANCE

The Assistant Superintendent shall, at all times during the life of this Agreement, (1) hold a valid and appropriate Certificate to act as Assistant Superintendent of Curriculum, Instruction and Assessment issued by the State of Connecticut, as set forth in Section 10-157 of the Connecticut General Statutes; and (2) be subject to the criminal history records check provisions as set forth in Section 10- 221d of the Connecticut General Statutes.

6. EVALUATION

The Superintendent shall evaluate the performance of the Assistant Superintendent for Curriculum, Instruction and Assessment pursuant to goals and objectives mutually agreed and as otherwise identified by the Superintendent in advance within 90 days but not less than 60 days prior to the anniversary of this Agreement. In the event that the Superintendent determines under the evaluation format that the performance of the Assistant Superintendent for Curriculum, Instruction and Assessment is deficient in any respect, the Superintendent shall describe in writing in reasonable detail, indicating, where appropriate, specific instances of such deficient performance.

The evaluation shall include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be deficient and all other instances where the Superintendent deems such to be necessary or appropriate.

A copy of the written evaluation shall be delivered to the Assistant Superintendent for Curriculum, Instruction and Assessment within thirty (30) days of its completion and the Assistant Superintendent for Curriculum, Instruction and Assessment shall have the right to make a written reaction or response to the evaluation which shall become a permanent attachment to the Assistant Superintendent for Curriculum, Instruction and Assessment's personnel file. Within thirty (30) days of delivery of the written evaluation, upon the request of

the Assistant Superintendent for Curriculum, Instruction and Assessment, the Superintendent shall meet with the Assistant Superintendent for Curriculum, Instruction and Assessment to discuss the evaluation.

Whenever the Superintendent has evaluated the Assistant Superintendent's performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Superintendent shall meet with the Assistant Superintendent as soon as is reasonably possible for both the Superintendent and the Assistant Superintendent and endeavor to assist in improving her performance as to such matters.

7. TERMINATION

This Contract, and the Assistant Superintendent's employment with Madison Public Schools, shall terminate, under any of the following circumstances:

- a. The parties may, by mutual consent, terminate this Contract and the Assistant Superintendent's employment at any time.
- b. The Assistant Superintendent shall be unilaterally entitled to terminate the Contract and her employment upon advance written notice of ninety (90) days.
- c. Should such circumstance arise, the involuntary termination of the Assistant Superintendent's Contract and employment will be governed by the provisions set forth in Section 10-151 of the Connecticut General Statutes for the termination of tenured public school teachers.

8. CONTRACT RENEWAL

By July 1, 2024, the Assistant Superintendent shall notify the Board in writing that the Contract shall conclude as of June 30, 2025, and, if she wishes the Board to do so, the Assistant Superintendent shall formally request that prior to September 30, 2024, the Board determine whether to offer her a new three-year contract. Should the Assistant Superintendent provide such written notice and make such written request, the Board shall, prior to September 30, 2024, vote whether to offer the Assistant Superintendent a new three-year agreement, unless the Assistant Superintendent and the Board agree that such vote may take place after September 30, 2024. Each party shall bear her or its own attorney fees in conjunction with any aspect of the negotiation and the formation of this Contract or any such new contract.

Notwithstanding the foregoing, or any other Contract provision relating to the Assistant Superintendent's term of employment or compensation and benefits for same, the provisions of Section 7 shall take precedence, and the Assistant Superintendent's employment may be terminated at any time in accordance with the provisions of Section 7.

9. ARBITRATION

Any claims, disputes or controversies arising out of or relating to this Agreement between the Board and the Assistant Superintendent -- except as they pertain to the termination of the employment relationship, which shall be governed exclusively by Section 7 ["Termination"] of this Agreement -- shall be settled exclusively by final and binding arbitration before a neutral arbitrator chosen in accordance with the employment rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties.

10. GENERAL PROVISIONS

- a. If any part of the Contract is deemed invalid, it shall not affect the remainder of the Contract, but said remainder shall be binding and effective against all parties.
- b. This Contract constitutes the entire agreement between the parties and upon its full execution, this Contract shall supersede any and all prior written or oral contracts, promises or understandings between the parties. The Contract may not be modified orally but may be amended only by a written Addendum to the Contract, signed by the Assistant Superintendent and by the Board Chair as authorized by Board vote.
- c. The Contract shall be construed according to the laws of the State of Connecticut.
- d. This Contract is hereby executed pursuant to a favorable vote by the Board of Education of the Town of Madison at a meeting of the Board authorizing Seth Klaskin, the Board Chairperson, to sign the Contract in the name, and on behalf, of the Board of Education as noted in the minutes of said meeting.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on this ____ day of _____, 2022 as set forth below.

Gail Dahling-Hench
Assistant Superintendent of Curriculum,
Instruction and Assessment

Seth Klaskin, Chairperson

Madison Board of Education