

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

PREAMBLE

A. THIS AGREEMENT IS MADE AND ENTERED INTO this 5th day of June, 2025 by and between the Marlborough Board of Education of the Town of Marlborough located within the State of Connecticut (hereinafter referred to as the "Board") and Dr. Holly B. Hageman (hereinafter referred to as the "Superintendent").

B. In accordance with the provisions of this Agreement, the Board in accordance with its action on May 6, 2021, by election pursuant to section 10-157 of the Connecticut General Statutes, does hereby employ Dr. Holly B. Hageman as Superintendent of Schools, and Dr. Holly B. Hageman does hereby accept employment as Superintendent for the Board under the terms and conditions hereinafter set forth in this Agreement.

ARTICLE I

CERTIFICATION

A. As a condition precedent to this Agreement taking full force and effect, the following conditions shall be satisfied:

- 1) the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent;
- 2) the Connecticut Commissioner of Education shall approve the Superintendent's appointment in accordance with Section 10-157 of the Connecticut General Statutes; and
- 3) the Superintendent shall complete all statutory requirements concerning the hiring of Board of Education employees in a satisfactory manner.

Failure to satisfy these conditions shall make this Agreement null and void.

Further, should the Superintendent's certification to serve as Superintendent terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

ARTICLE II

DUTIES

A. The Superintendent shall serve as the chief executive officer for the Board. In harmony with the policies of the Board, State Laws, and State Board of Education 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 her discretion, subject to later approval by the Board, 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 the Board's attention.

B. The Superintendent, or her designee as approved by the Board, shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to her own employment are under consideration (unless the Board invites the Superintendent to participate in such deliberations), or unless her participation is deemed inappropriate for other reasons (e.g. deliberations concerning an expulsion matter). The Superintendent shall receive notice of all Board committee meetings, and she or her designee as approved by the Board shall attend such meetings as directed by the Board.

ARTICLE III

TERM

A. This Agreement shall become effective July 1, 2025 and shall remain in effect through and including June 30, 2028 unless the rights described in the provisions this Agreement entitled "Termination of Agreement" are exercised, in which case said provisions shall take precedence over the terms of this paragraph and the Superintendent's employment may be terminated at any time during the term of this Agreement in accordance with the provisions of the "Termination of Agreement" section. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the Board and the Superintendent, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

B. The Superintendent and the Board 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:

1. 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.
2. 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.

ARTICLE IV

COMPENSATION

- A. For the 2025-26 school year, the Superintendent shall work 45% of a full time schedule (0.45 FTE). As such, the Superintendent's annual base salary from July 1, 2025 to June 30, 2026 shall be one-hundred thousand (\$100,000) and shall be paid in periodic payments in accordance with the established pay dates for the school district. The Superintendent may choose to have elective deferrals 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 he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended. Pre-tax

elected deferral deductions may also be contributed by the Superintendent towards a 457 plan, CHET Plan, or other such vehicles from the Board's approved vendors.

- B. The annual base salary for any subsequent fiscal year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.
- C. Base salary for a partial fiscal year of service shall be pro-rated. For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from her salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified above.

ARTICLE V

WORKING CONDITIONS

A. ANNUAL ADMINISTRATIVE WORK SCHEDULE

- 1. The Superintendent shall work a twelve month schedule, and her working days will total at least ninety-nine (99) days, the equivalent of 45% of full-time worked days. The Superintendent will exercise discretion in scheduling on-site work days to most effectively meet the needs of the district with the following guidelines: During the school year, the Superintendent shall work at least five days every two weeks, with a schedule of three (3) days per week during week one and two days per week during week two or two and one half (2.5) days per week; there will be certain weeks where the Superintendent works more than three (3) days per week or five (5) days every two weeks in accordance with the needs of the school district; During the summer months, the Superintendent may choose to work one (1) day/week. On scheduled work days that involve night meetings, those days are to be considered 1.5 days in calculation of the ninety-nine (99) contractual days. The Superintendent's annual work schedule as set forth in this Agreement shall be pro-rated for any partial year of service as Superintendent.
- 2. If the Superintendent expects to be absent from the district for one (1) week or more, the Superintendent shall notify the Board Chairperson at least one (1) week in advance. Any absence from the district of one (1) week or more must be approved by the Board in advance, except in emergency situations.

ARTICLE VI

FRINGE BENEFITS

- A. Effective July 1, 2021, the Board shall provide the Superintendent with twenty (20) paid sick days. Effective July 1, 2022, the Board shall provide the Superintendent with forty (40) additional sick days so that she has sixty (60) days in her sick leave bank at the start of the 2022-23 fiscal year. In each successive fiscal year, the Board shall provide the Superintendent with ten (10) paid sick days until a maximum of one hundred and fifty (150) days is reached. Sick days shall be pro-rata for a partial year of service. A notice of accumulated sick days will be given to the Superintendent, upon request. Unused sick days shall not be compensated when employment terminates.
- B. The Board shall provide the Superintendent each fiscal year with five (5) days of paid time off (PTO). Such days shall not accumulate.
- C. The Superintendent shall not be required to work on the holidays on which the Board offices are closed and noted in the administrator's contract: Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Days before and after Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Days, Good Friday, Memorial Day, except in emergency circumstances.
- D. The Board shall offer the Superintendent and her dependents the same health insurance coverage as is provided to district administrators, on the same terms and conditions. Additionally, for every year that Superintendent Hageman works for the Marlborough Public Schools as a Post-Retirement Re-Employed Superintendent under the current TRB 45% Rule and carries her families' health insurance, beginning with the 2023-2024 school year, the Marlborough Board of Education will pay the district cost of the family plan (medical, dental, vision) after Dr. Hageman leaves her position at a rate of one and one and one-quarter (1.25) years of coverage for every year worked 2023-2024 and beyond. Dr. Hageman will continue to contribute the same premium cost share of the plan and be responsible for the deductible as other Marlborough administrators.
- E. The Board shall offer the Superintendent a term life insurance policy in the amount of \$300,000.
- F. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties. The Board shall provide reimbursement to the Superintendent for up to four thousand dollars (\$4,000) for her actual expenses for national, regional, or state professional learning conferences. Such expenses shall be documented and reimbursed in accordance with district procedures.
- G. The Board agrees to reimburse the Superintendent for use of her own automobile on school business in the performance of her duties under this Agreement. Reimbursement shall be at the IRS reimbursement rate. Such mileage shall be documented and reimbursed in accordance with district procedures.

- H. 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.
- I. The Board shall pay the premium for a long-term disability policy to compensate the Superintendent for one hundred percent (100%) of the Superintendent's annual salary under this Agreement after ninety (90) calendar days of absence as may be provided for and in accordance with the policy on file in the Board office.

ARTICLE VII

EVALUATION

A. In accordance with the procedures set forth below, the Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement. Such evaluation and assessment shall be reasonably related to the goals and objectives for the Superintendent for the year in question. Any deadline within this Article of this Agreement may be extended by mutual agreement evidenced in writing.

B. Goals and Objectives. It is the intention of the parties to work cooperatively to develop goals and objectives for the Superintendent, in accordance with the procedures set forth in this paragraph. Prior to June 30th of each subsequent year of this Agreement, the Board and the Superintendent will develop goals and objectives for the coming school year. Should the Board and the Superintendent be unable to agree on such goals and objectives, the Board will develop goals and objectives for the year, which goals and objectives shall be reasonably related to the educational interests of the school district.

C. Evaluation Process. The Board shall meet mid-year with the Superintendent on or around January 15th of each year to informally evaluate the Superintendent. By June 1st of each year, the Superintendent shall complete a self-evaluation of her performance for the Board and deliver same to the Board. Between seven (7) and fourteen (14) days of receipt of the Superintendent's self-evaluation, the Board shall meet with the Superintendent to discuss same. The Board shall evaluate the Superintendent no later than June 30th of each contract year of this Agreement. The Board shall deliver a copy of its written evaluation of the Superintendent within thirty (30) days of its completion. 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. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

ARTICLE VIII

TERMINATION OF AGREEMENT

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of

ninety (90) days to the Chairperson of the Board; 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 the execution of the new agreement shall serve to terminate the prior agreement between the parties.

C. The Board may terminate the contract of employment of the Superintendent during the term of this Agreement for good and sufficient cause, provided, however, that the Board does not arbitrarily or capriciously call for the Superintendent's dismissal.

D. In the event the Board seeks to terminate this Agreement for good and sufficient cause, 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 twenty (20) 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.

E. 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.

F. Any time limits established herein may be waived by mutual written agreement of the parties.

G. The Board, at its option, may terminate this Agreement at any time for any reason unilaterally, not for cause within the meaning of paragraph (C) above. In such event, the Board shall pay to the Superintendent a severance benefit equal to her salary for the remainder of the contract term. The notice and hearing provisions set forth in Section (D) above shall not apply to a termination pursuant to this Section G.

ARTICLE IX

GENERAL PROVISIONS

A. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

B. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both 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. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Superintendent shall be sent to him at her home address.

D. The signatories to this Agreement represent and warrant that they are duly authorized to

enter into this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. The parties further acknowledge that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or signature via DocuSign or other similar electronic signature program.

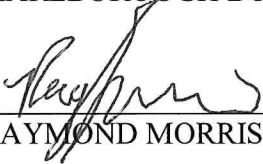
E. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.

IN WITNESS WHEREOF, the Parties have caused this contract to be executed by their proper officers, hereunto duly authorized.

MARLBOROUGH BOARD OF EDUCATION

6/6/25
DATE

BY:


RAYMOND MORRIS, Board Chair

6.6.25
DATE

BY:


HOLLY B. HAGEMAN, Superintendent

