

**BOARD OF EDUCATION  
MERIDEN, CONNECTICUT  
SUPERINTENDENT'S CONTRACT**

*Dennis J. Kennedy*  
2022 JUN 23 AM 8:37  
CITY CLERK  
MERIDEN, CONN.

It is hereby agreed by and between the Board of Education of the City of Meriden (hereinafter called the "Board") and Dr. Mark D. Benigni (hereinafter called the "Superintendent") that the said Board in accordance with its action by election pursuant to section 10-157 of the Connecticut General Statutes, effective as of the first of July, 2022 has and does hereby employ the said Dr. Benigni as Superintendent of Schools of Meriden and that Dr. Benigni hereby accepts employment as Superintendent of Schools of Meriden 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

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consideration. The Superintendent shall receive notice of all Board Committee meetings and he or his designee may attend such meetings.

**2. OUTSIDE PROFESSIONAL ACTIVITIES**

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, provided that prior written notice shall be provided to the Board President if the Superintendent receives compensation for such activities.

**3. TERM**

The term of said employment is for three (3) years, from July 1, 2022 to June 30, 2025. The Superintendent and the Board of Education agree that they shall adhere to the following procedures to establish the Superintendent's employment under this contract for a period of three (3) years. Prior to July 1, 2023, the Board of Education shall vote for a new three-year agreement. Prior to July 1, 2024, the Board of Education shall vote for a new three-year agreement.

**4. COMPENSATION**

A. The annual base salary of the Superintendent for the period from July 1, 2022 through June 30, 2023 shall be the sum of the following three components:

1. A cash component of \$201,845, paid in installments; and
2. An additional sum of \$17,545, paid in installments, as to which the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted pursuant to a legally

binding salary reduction agreement permitted under IRC Section 403(b), as amended, including the catch-up limit of IRC Section 414v, and then contributed to a tax sheltered annuity contract under the plan generally available to Board employees in accordance with section 403(b) of the Internal Revenue Code, as amended.

3. A stipend of \$2,000 in recognition of the Superintendent's having the Ed.D. degree.

The Superintendent may further elect pursuant to a legally binding salary reduction agreement to reduce his cash compensation as specified above in an amount up to the remaining maximum amount permitted under section 402(g) of the Internal Revenue Code for elective deferrals for elective tax-sheltered annuity contracts after taking into account the amount in (C)(2), including the special catch-up contributions allowed by section 414(v) of the Internal Revenue Code, with that elected amount, when added to the amount in (C)(2) above, being contributed by the Board to a tax sheltered annuity contract under the plan generally available to Board employees in accordance with section 403(b) of the Internal Revenue Code, as amended.

- B. The annual base salary of the Superintendent for the period from July 1, 2023 through June 30, 2024 shall be the sum of the following three components:
  1. A cash component of \$204,772, paid in installments; and
  2. An additional sum of \$18,555, paid in installments, as to which the

Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted pursuant to a legally binding salary reduction agreement permitted under IRC Section 403(b), as amended, including the catch-up limit of IRC Section 414v, and then contributed to a tax sheltered annuity contract under the plan generally available to Board employees in accordance with section 403(b) of the Internal Revenue Code, as amended.

3. A stipend of \$2,000 in recognition of the Superintendent's having the Ed.D. degree.

The Superintendent may further elect pursuant to a legally binding salary reduction agreement to reduce his cash compensation as specified above in an amount up to the remaining maximum amount permitted under section 402(g) of the Internal Revenue Code for elective deferrals for elective tax-sheltered annuity contracts after taking into account the amount in (C)(2), including the special catch-up contributions allowed by section 414(v) of the Internal Revenue Code, with that elected amount, when added to the amount in (C)(2) above, being contributed by the Board to a tax sheltered annuity contract under the plan generally available to Board employees in accordance with section 403(b) of the Internal Revenue Code, as amended.

- C. The annual base salary of the Superintendent for the period from July 1, 2024 through June 30, 2025 shall be the sum of the following three components:

1. A cash component of \$207,844, paid in installments; and
2. An additional sum of \$18,833, paid in installments, as to which the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted pursuant to a legally binding salary reduction agreement permitted under IRC Section 403(b), as amended, including the catch-up limit of IRC Section 414v, and then contributed to a tax sheltered annuity contract under the plan generally available to Board employees in accordance with section 403(b) of the Internal Revenue Code, as amended.
3. A stipend of \$2,000 in recognition of the Superintendent's having the Ed.D. degree.

The Superintendent may further elect pursuant to a legally binding salary reduction agreement to reduce his cash compensation as specified above in an amount up to the remaining maximum amount permitted under section 402(g) of the Internal Revenue Code for elective deferrals for elective tax-sheltered annuity contracts after taking into account the amount in (C)(2), including the special catch-up contributions allowed by section 414(v) of the Internal Revenue Code, with that elected amount, when added to the amount in (C)(2) above, being contributed by the Board to a tax sheltered annuity contract under the plan generally available to Board employees in accordance with section 403(b) of the Internal Revenue Code, as amended.

## **5. FRINGE BENEFITS AND WORKING CONDITIONS**

The parties hereto agree as follows:

- A. (1) The Board of Education shall provide the Superintendent with the number of sick days annually equal to the number provided to the Administrators' bargaining unit.
- (2) The Superintendent shall be entitled to accumulate unused sick leave during the period of his employment with the District. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment.
- (3) Upon termination of employment with the District, the Superintendent shall be entitled to the value of his unused sick leave up to a maximum of eighty-four (84) days, such value to be a per diem rate, to be calculated by dividing the annual salary by 238, based on his then current annual base salary, as defined in Article 4, for each said day.
- B. The Board of Education shall provide the Superintendent with twenty-five (25) vacation days annually, exclusive of legal holidays, (cumulative to twenty (20) work days). The Superintendent may elect to be paid for up to fifteen (15) unused vacation days per year at the daily rate per diem of his then current annual base salary times the number of accumulated unused vacation days. The Superintendent will be paid for unused vacation days at the time of termination at the daily rate per diem of his then current annual base salary times the number of accumulated days (not to exceed a total of forty-five (45) days). In the event of death, unused and accrued vacation pay as defined in Article 4, will be paid to the Superintendent's

estate.

- C. The Board shall provide the Superintendent at no cost to the Superintendent a single plan for medical and dental coverage equal to that provided to members of the Administrators' bargaining unit.
- D. The Superintendent may take up to three (3) personal days per year to conduct pressing personal business that cannot be conducted during the work day, said days to be at full pay. These days are non-cumulative.
- E. The Superintendent is authorized to incur and shall be reimbursed for reasonable expenses in the discharge of his duties including those related to the payment of professional association dues and fees, professional improvement, and attendance at professional conferences and meetings on the national, state and local levels, including related travel and lodging expenses. National conferences are to be approved by the Board President.
- F. In the event the Superintendent becomes incapable of performing his duties under this Agreement by reason of sickness or other disability for a period of time extending beyond his accumulated sick leave or any extension of such leave, the Board may grant the Superintendent an extended leave of absence without pay.
- G. Should the Superintendent require more than (10) consecutive days of sick leave, the Board may require, by written notice, that a medical statement from a physician be provided describing the nature and expected length of the Superintendent's incapacitation.

H. Should the Board place the Superintendent on involuntary sick leave, the Superintendent may require the Board to provide a written statement from a physician explaining the reason for this action. If the Superintendent provides a written medical statement contradicting the statement provided by the Board, then the Board and the Superintendent shall agree upon a mutually acceptable third physician to provide a binding medical judgment concerning the Superintendent's ability to discharge his duties.

(1) In the event the Board and the Superintendent cannot agree upon a mutually acceptable third physician, then the following procedure shall be used:

(i) Each party will submit to the Secretary of the Board a list of the names and addresses of five (5) individuals who are acceptable and willing to serve as such physician;

(ii) Within two (2) days after receipt, the Secretary of the Board shall compare the lists to see if the name of any individual appears on both lists. If so, the first such name to appear on the list submitted by the Board shall serve as the physician;

(iii) In the event no individual is named on both lists, the Secretary of the Board shall immediately advise both parties. Within two (2) days from the date of such notification, the parties will submit to the Secretary of the Board a further list of the names and addresses of five (5) different individuals who are acceptable and willing to serve as such physician;



(iv) The procedure set forth above shall be repeated (each time comparing all prior lists and the current list of one party and the current list of the other party) until such time as an individual is selected to serve as the physician.

(v) Any or all of the costs for medical opinions not covered by the Superintendent's insurance shall be paid for by the Board.

- I. The Board shall pay the premium for a long-term disability insurance policy for the Superintendent to compensate the Superintendent a percentage of the Superintendent's base salary equal to the percentage provided to the Administrators' bargaining unit under this Agreement after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained.
- J. The Board shall reimburse the Superintendent for the amounts deducted from his salary and remitted to the State Teachers Retirement System pursuant to statute.
- K. The Board of Education shall provide the Superintendent with a paid term life insurance policy at the level provided and percentage paid equal to that provided to the Administrators' bargaining unit.
- L. The Superintendent shall have a comprehensive medical examination prior to employment and once each year. A statement from the examining physician certifying to the physical competency of the Superintendent to perform his duties shall be filed with the secretary of the Board and treated

as confidential information by the Board. The entire cost of said medical examination and reports shall be borne by the District.

- M. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided in this agreement.
- N. The Superintendent shall be entitled to all benefits including stipends and retirement benefits accorded the Meriden Administrators' bargaining unit unless the benefit is specified in this employment contract until the termination of this contract.
- O. The Superintendent shall receive an in-state travel stipend of \$500 per month for the period from July 1, 2022 through June 30, 2023, totaling \$6,000, and \$500 per month for the period July 1, 2023 through June 30, 2024, totaling \$6,000, and \$500 per month for the period from July 1, 2024 through June 30, 2025, totaling \$6,000.

## **6. EVALUATION**

- A. The Board shall evaluate the performance of the Superintendent at least 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.
- B. 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 ninety (90) days of the commencement of each year of this agreement.

- C. The Board in executive session shall evaluate the Superintendent pursuant thereto within ninety (90) days but not less than thirty (30) days prior to the expiration of each year during the term of this agreement, unless the parties agree to conduct the evaluation within the thirty (30) day period prior to the expiration of any year during the term of this agreement. The evaluation process shall commence with an informal discussion in executive session between the Board and the Superintendent in which Board members shall share preliminary observations with the Superintendent as to his performance. The evaluation shall proceed with the submission by the Superintendent to the Board of his self-assessment at least thirty (30) days thereafter unless the Board and Superintendent mutually agree on an earlier date. The Board shall consider the Superintendent's self-assessment and the perspectives of its members as summarized by the Board President or his/her designee in conducting the evaluation and conveying the results of the evaluation to the Superintendent, either verbally or in writing.
- D. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any concerns verbally or in writing in reasonable detail, indicating specific instances of concern. The evaluation shall include recommendations as to areas of

improvement in all instances where the Board deems performance to be deficient.

- E. Whenever the Board has evaluated performance, in whole or in part, to be deficient, the Board President may appoint a committee of not less than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee shall report to the full Board, either verbally or in writing, on its activities and the results thereof, within ninety (90) days, providing a copy of any written report to the Superintendent. Thereafter, the Board may continue the Committee and require additional reports as it may deem necessary.

## **7. TERMINATION**

- A. The Superintendent may terminate his obligations under this contract upon one year's advance notice in writing to the Board.
- B. Termination for cause. 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, as shown by competent medical evidence
  - 5. Other due and sufficient cause

In the event that the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that

termination is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days of receipt from the Board of written notice that 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 on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive session if agreed by the Superintendent and the Board. The Superintendent shall have the right to legal counsel at his own expense.

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

## **8. GENERAL PROVISIONS**

- A. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all 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 this

21st day of June, 2022.

By Mark D. Benigni  
Dr. Mark D. Benigni  
Superintendent of Schools

By Robert E. Kosienski, Jr.  
Robert E. Kosienski, Jr., President  
Board of Education

Witness: [Signature]

Witness: [Signature]

Board of Education

Board of Education