

*Revised 6/3/2024

**Revised 7/7/2025

AGREEMENT

It is hereby agreed by and between the Board of Education for the Town of Columbia, Connecticut (hereinafter referred to as the "Board") and Barbara Wilson (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Barbara Wilson as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Barbara Wilson 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 her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her 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 she 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 her own employment are under consideration. The Superintendent or her designee, as authorized by the Board, shall attend all Board Committee meetings.

3. Term of Agreement

- A. The term of the Superintendent's employment with the Board shall be from February 1, 2024 to January 31, ~~* June 30, 2027~~ **June 30, 2028.
- 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.

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 annual base salary of the Superintendent shall be equal to the sum of (A) plus (B) below:

- A. For the contract year from February 1, 2024, up through and including ~~January 31,~~
*June 30, 2025, an annualized amount equal to One Hundred Eighty-Five Thousand
Dollars (\$185,000.00), payable in periodic payments in accordance with the
established pay dates for the Board. This amount shall increase by 4.0% in year two
of the contract and another 4.0% in year three of the contract. The annualized amount
set forth in this Section 5A of the Agreement shall be pro-rated for any partial
contract year of service as Superintendent. **2027-2028 increase to be determined
before May 2027.
- B. The Board shall pay the Superintendent an additional amount for each contract year
of Ten Thousand Dollars (\$10,000.00) to be paid to the Superintendent in
substantially equal installments during the contract year, as to which amount the
Superintendent will arrange to have an elective deferral 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 she 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. The annualized amounts set forth in this Section 5B of the Agreement shall
be pro-rated for any partial year of service as Superintendent.
- C. For purposes of reporting the Superintendent's annual salary to the Connecticut
Teachers' Retirement Board and determining the amount of the Superintendent's

mandatory contributions paid to the Connecticut Teachers' Retirement Board, the Board shall include the full amount of the total annual base salary specified in (5)(A) and (5)(B) above (subject to applicable Connecticut Teachers' Retirement Board and IRS limits), notwithstanding any 403(b) elective deferral made by her pursuant to (5)(B) above.

6. Benefits

- A. Pro-ration of Benefits: The number of sick days, personal leave 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 eighteen (18) 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. Sick days may be accumulated up to a maximum of two hundred and twenty (220) days. The Superintendent will not be paid for unused sick leave upon separation from employment.
- C. Personal Leave: In the event of a need to conduct personal business that cannot be transacted outside of work hours, the Superintendent may take up to four (4) personal leave days with pay per year upon prior approval of the Board Chair. Requests by the Superintendent to take personal leave must be submitted to the Board Chair at least three (3) days in advance of the anticipated leave, except in the case of an emergency. Personal days shall be non-cumulative. The Superintendent will not be paid for unused personal leave upon separation from employment.

- D. Bereavement Leave: The Board shall provide the Superintendent with up to five (5) bereavement days in the event of the death of a family member or death involving a close friend. Extension of leave may be granted at the discretion of the Board.
- E. Vacation: The Board of Education shall provide the Superintendent with twenty-five (25) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. 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. The Superintendent may be paid for up to ten (10) days of accrued and unused vacation time on or about June 30 of each year of this Agreement with Board approval. If the Superintendent wishes to take one (1) week or more of vacation at a time, she shall notify the Board Chair 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. The Superintendent will not be paid for any unused/accrued vacation leave upon separation from employment.
- F. Health and Dental Insurance Benefits: The Superintendent shall have the right to enroll herself, her spouse and her eligible dependents in the health insurance plan provided to certified administrators employed by the Board, and in the dental insurance plan provided to certified administrators employed by the Board subject to carrier requirements.
- G. Life Insurance: The Board shall provide and pay for group term life insurance for the Superintendent at the amount equal to two (2) times the base salary of the Superintendent.

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. Transportation Allowance:

The Board shall provide the Superintendent with a transportation allowance of Three Hundred Fifty Dollars (\$350.00) per month, for the use of her automobile on school district business. The transportation allowance will be treated as taxable wage income to the Superintendent, will be subject to all applicable federal and state income and payroll tax withholding requirements, and will be reported annually on the Internal Revenue Service Form W-2 issued to the Superintendent.

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 her professional development and expects her 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 her duties as Superintendent, with the expenses to be paid by the Board.

Notwithstanding the foregoing, the Board affirms that it will pay all dues and fees associated with the Superintendent's membership in the following three professional

organizations on an annual basis: American Association of School Administrators (AASA); Connecticut Association of Public School Superintendents (CAPSS); and the Litchfield County Superintendents' Association (LCSA).

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 her 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.

D. 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 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 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 her own counsel at her 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.

Barbara Wilson
Superintendent of Schools

Date: _____

Michael Maziarz, Chairperson,
Board of Education

Date: _____