

EMPLOYMENT CONTRACT
between
THE SUPERINTENDENT OF SCHOOLS
and
THE BOARD OF EDUCATION of the WINCHESTER PUBLIC SCHOOLS

It is hereby agreed by and between the **Board of Education of the Town of Winchester** (hereinafter called the “Board”) and **Dr. Julie Luby** (hereinafter called the “Superintendent”) that the said Board, in accordance with its action on **September 10, 2024**, by election pursuant to Section 10-157 of the Connecticut General Statutes, has and does hereby employ the said **Dr. Julie Luby** as Superintendent of Schools and that **Dr. Julie Luby** hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

As a condition precedent to this Contract taking full force and effect, and at all times during the term of this Contract, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent of Schools. Failure to provide said certificate shall make this Contract null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification or be otherwise permitted by law to serve as Superintendent of Schools, this Contract shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the Winchester Board of Education. In harmony with the policies of the Board and state law, 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. The Superintendent advises the Board on policies and plans that the Board takes under consideration, and takes the initiative in presenting to the Board policy and planning issues for such consideration.
- B. The Superintendent shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to the Superintendent’s own employment are under consideration and except as the Board may otherwise determine. The Superintendent or designee shall attend all Board committee meetings.

3. TERM:

The term of said employment is from **September 23, 2024 to June 30, 2027** (the “Term”). Each year during the Term shall begin on July 1 and end on June 30 of the applicable year, except that in 2024-2025, the Superintendent’s employment shall begin on September 23, 2024.

The Superintendent and the Board agree that 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:

- A. Prior to the end of the first year of a three-year agreement, the Board, at the request of the Superintendent, may vote for a new contract.
- B. Prior to the end of the second year of a three-year contract (or prior to the last year of this Contract), the Board shall vote on whether or not to enter into a new contract. At least three months prior to that time, the Superintendent shall notify the Board that this Contract is about to expire and shall provide the Board this clause.
- C. Anything in this section to the contrary notwithstanding, the provisions of Section 8 ("Termination") shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. BASE SALARY:

- A. The total base salary paid to the Superintendent for each year during Term shall be the sum of the cash compensation, the elective tax sheltered annuity (403(b)), and the Doctoral Degree stipend, as specified in the following subsections 4.A.1, 4.A.2, and 4.A.3:
 - 1. Cash compensation, in such amounts as listed below in installment payments in accordance with the established pay dates for the school district:
 - 1. 2024-2025: One Hundred Seventy-Three Thousand Dollars (\$173,000.00)**
 - 2. 2025-2026: One Hundred Seventy-Eight Thousand, One Hundred Ninety Dollars (\$178,190.00)**
 - 3. 2026-2027: One Hundred Eighty-Three Thousand, Five Hundred Thirty-Five Dollars (\$183,535.00)**

Such cash compensation shall be prorated for any partial year of service as Superintendent.

- 2. An additional sum of **five percent (5%)** of the annual cash compensation listed under subsection 4.A.1 above for the applicable year during the Term shall be paid by the Board to the Superintendent annually in substantially equal installment payments in accordance with the established pay dates for the school district during the applicable year of the Term, 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 in accordance with Section 403(b) of the Internal Revenue Code, as amended. This benefit shall be included in the base salary used for the purposes of reporting salary to the State of Connecticut Teachers' Retirement Board. These direct payments shall not be subject to proration for any partial year of service as Superintendent.

3. A stipend of **two thousand dollars (\$2,000.00)** for the Superintendent's Doctoral Degree shall be paid out annually in substantially equal installment payments in accordance with the established pay dates for the school district during the applicable year of the Term. This benefit shall be included in the base salary used for the purposes of reporting salary to the State of Connecticut Teachers' Retirement Board. This stipend shall not be subject to proration for any partial year of service as Superintendent.
 4. 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 to the Connecticut Teachers' Retirement Board, the Board shall include the full amount of the total annual salary specified in subsections 4.A.1, 4.A.2, and 4.A.3 above.
- B. The annual base salary for any subsequent year of this Contract shall be negotiated between the parties and agreed prior to the commencement of the new term of this Contract. 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 Contract, 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.
- 5. FRINGE BENEFITS:**
- A. **Proration of Benefits:** The number of sick days, vacation days, and other leave days shall be prorated for any partial years of service as Superintendent.
 - B. **Sick Days:** The Board shall provide the Superintendent with **twenty (20)** sick days annually cumulative to **two hundred (200)** sick days. The Board shall provide the Superintendent with a bank of **forty-five (45)** sick days from the first date of employment which may be used only in the event that the Superintendent experiences her own serious health condition as diagnosed by a certified medical professional. For purposes of this provision, "serious health condition" must meet the requirements of such condition under the Family and Medical Leave Act (FMLA), even if the Superintendent is not eligible for FMLA leave. Unused sick days shall not be compensated when employment terminates or at any other time.

C. Vacation Days:

1. The Board shall provide the Superintendent with vacation days in each year during the Term as set forth below, with such days to be taken during the year in which they are earned except as set forth in subsection 5.C.2 below:

1. **2024-2025: Twenty-five (25) days**
2. **2025-2026: Thirty (30) days**
3. **2026-2027: Thirty (30) days**

2. With prior written notification to the Board, the Superintendent may carry over up to ten (10) vacation days from one year of the Term to the next, provided that such days must be used in the year in which they are carried over or else forfeited. For the avoidance of doubt, vacation days shall not be cumulative, and the Superintendent may not begin any year of this Contract with more than forty (40) vacation days. Except as set forth in subsection 5.C.3 below, unused vacation days shall not be compensated when employment terminates or at any other time. Any unused vacation days carried over from one year to the next shall not also be compensated in accordance with subsection 5.C.3 below.
3. A sum of up to five (5) unused vacation days per year of the Term, if any, shall be paid by the Board on an annual basis, calculated at the daily rate of 1/260 of the Superintendent's annual cash compensation for the applicable year (as set forth in subsection 4.A.1 above) times the number of accumulated days, to the Superintendent's designated tax sheltered annuity from the list of the Board's approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees, in accordance with Section 403(b) of the Internal Revenue Code, as amended. Such payment shall be made in a lump sum on or around July 15 following the year of the Term in which the days were unused. This benefit shall not be subject to proration for any partial years of service as Superintendent.

- D. Holidays: The Superintendent shall have the same holidays as those provided to a majority of school district administrators at the time this contract is signed. Should said holidays for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision.
- E. Personal Absence Days: The Board of Education shall provide the Superintendent in each year of the Term with five (5) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours. The Superintendent shall notify the Board Chairperson in writing at least five (5) days prior to taking a personal absence day, except in the event of an emergency. Personal absence days shall not be cumulative. Unused personal absence days shall not be compensated when employment terminates or at any other time.
- F. The Superintendent shall have the option to enroll herself, her spouse, and her eligible dependents in the health and dental benefits plans provided by the Board. Such benefits shall be determined in accordance with the applicable insurance contracts.

Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The deductible for the HDHP shall be \$2000 for individuals and \$4000 for families. After the deductible is met, out-of-network services, including prescription drugs, will be subject to an 80%/20% co-insurance and in-network services, including prescription drugs, will be subject to 0% co-insurance. The out-of-pocket maximum for both in-network and out-of-network services is \$4,000/\$8,000.

Effective October 1, 2024, in each year during the Term: (1) the Board will contribute fifty percent (50%) of the deductible for the Superintendent if she elects to participate in the HDHP; (2) the Board's deposit toward the HDHP deductible will be made on or around July 1 of the applicable year of the Term, except that in 2024-2025, said deposit will be made on or around October 1, 2024; and (3) the Board shall pay for the Superintendent eighty-three percent (83%) of the premium cost of health benefits, and the Superintendent shall pay **seventeen percent (17%)** of such cost. The Superintendent's premium share contributions for health benefits will be based upon the cost of coverage elected by the Superintendent (e.g., individual, family).

The Superintendent shall also have the option to enroll herself, her spouse, and her eligible dependents in the Full Service Dental plan with Riders A and B provided by the Board and offered to the majority of teachers employed by the Board at the time this Contract is signed. In each year during the Term, the Board shall pay for the Superintendent eighty-one percent (81%) of the premium cost of dental benefits, and the Superintendent shall pay **nineteen percent (19%)** of such cost.

- G. **Life Insurance:** The Board shall provide the Superintendent with term life insurance coverage during each year of the Term in the amount of two times the Superintendent's annual base salary as set forth in Section 4.A above.
- H. **Short Term / Long Term Disability:** The Superintendent may participate, at her expense with after-tax dollars, in a Short or Long Term Disability Insurance Plan of her choosing.
- I. **Mileage Reimbursement:** The Board agrees to provide the Superintendent with a yearly stipend of **one thousand dollars (\$1,000.00)** to reimburse the Superintendent for her travel expenses incurred in the performance of her duties under this Contract. For use of her own automobile outside of the state on school business, the Board shall reimburse the Superintendent at the IRS reimbursement rate on vouchers to be submitted to the Board Chairperson by the Superintendent.
- J. **Mobile phone:** During each year of the Term, the Board shall provide the Superintendent with a mobile phone (including an appropriate service package determined by the Board Chairperson) for use in connection with school business. The Superintendent shall return such mobile phone to the Board Chairperson upon termination of employment.

6. **OUTSIDE ACTIVITIES:**

- A. Professional Development: It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Winchester Public Schools. The Board shall pay the cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents (CAPSS) and the Litchfield County Superintendents Association (LCSA). In addition, the Superintendent may request Board approval to attend and participate in regional and/or national superintendent conferences and additional professional development courses, seminars, and/or programs which the Superintendent feels are appropriate to maintain and improve professional skills and/or community obligations by submitting such requests in writing to the Board, and such requests may be granted by the Board in its sole discretion within available resources.
- B. 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. When such activities provide remuneration to the Superintendent, she shall provide the Board Chairperson written notice of such activities.

7. EVALUATION:

- A. The Board shall evaluate and assess the performance of the Superintendent at least once during each year during the Term, but no later than ninety (90) days prior to the expiration of each year during the Term, in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Either the Board or the Superintendent may insist on a written evaluation.

Said evaluation and assessment shall be reasonably related to the goals and objectives of the school district for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of her performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and board of education relations, and personal and professional qualities and relationships. 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 during the Term.

- B. The Board shall evaluate the Superintendent no later than ninety (90) days prior to the expiration of each year during the Term. Prior to preparing a written evaluation, if any, the Board shall discuss the Superintendent's performance with the Superintendent in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation, if any, shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to any written evaluation which shall become a permanent attachment to the Superintendent's personnel file.

- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Board Chairperson may appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving her performance as to such matters. Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

8. TERMINATION:

- A. The parties may, by mutual consent, terminate this Contract at any time.
- B. The Superintendent shall be entitled to terminate this Contract voluntarily upon written notice of ninety (90) days, except that the ninety-day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate this Contract 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.
- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.
- E. In the event the Board seeks to terminate this Contract 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 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. 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. Any time limits established herein may be waived by mutual agreement of the parties.

- F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Contract.

9. NOTIFICATION:

- A. The Superintendent must notify the Board of her intention to retire on or before January 1 of the school year preceding retirement.

10. GENERAL PROVISIONS:

- A. If any part of this Contract is invalid, it shall not affect the remainder of said Contract, 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. Upon signing, it supersedes all prior agreements between the parties.
- C. This Contract shall be governed by 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.

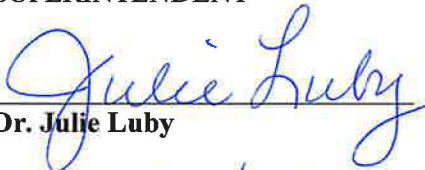
IN WITNESS WHEREOF, the undersigned have executed this Contract on the day and year set forth below.

WINCHESTER BOARD OF EDUCATION

By 
Nora M. Mocarski, Board Chairperson

Date 9/12/2024

SUPERINTENDENT


Dr. Julie Luby

Date 9/12/24