

## **EMPLOYMENT AGREEMENT FOR SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Montville Board of Education (hereinafter called the “Board”) and Dr. Dianne Vumback (hereinafter called the “Superintendent”) that the said Board in accordance with its action on April 25, 2024, by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Dr. Dianne Vumback as Superintendent of Schools and that Dr. Dianne Vumback hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

### **1. CERTIFICATION:**

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent. Failure to provide said certificate shall make this Agreement 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 Agreement shall terminate immediately by its terms.

### **2. DUTIES:**

- A. The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board of Education and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. She 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. 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 such consideration.
- B. The Superintendent or her 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 by Board invitation only when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.
- C. Within thirty (30) days of the effective date of this Agreement, the Board and the Superintendent shall meet to discuss communications procedures regarding the Board and the Superintendent, roles and responsibilities of the Board and the Superintendent and the working relationship between the Board and Superintendent. At least annually thereafter, the Board and the Superintendent shall meet to review and discuss communications procedures regarding the Board and the Superintendent, the roles and responsibilities of the Superintendent and the Board, and the working relationship between the Board and the Superintendent.

- D. Board members, individually and collectively, shall promptly refer to the Superintendent all criticisms, complaints and suggestions called to their attention relative to the Superintendent or the District for the study, recommendation, and appropriate action of the Superintendent. Individual Board members shall not give direction to the Superintendent regarding the management of the District unless acting on behalf of the Board.

**3. TERM:**

A. The term of said employment is from July 1, 2024 to July 1, 2027. The Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Superintendent's employment under this Agreement for an additional period not to exceed three (3) years at any time:

- 1. Prior to the end of the first year of this 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 this Agreement (or prior to the last year of this Agreement), the Board of Education shall vote on whether or not to enter into a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that this Agreement is about to expire and shall provide the Board this contract clause.

B. Anything in this paragraph to the contrary notwithstanding, the provisions of section 8 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

**4. BASE SALARY:**

A. The annual base salary of the Superintendent for the period July 1, 2024 through June 30, 2025 shall be the sum of (a) Two Hundred Thousand Dollars (\$200,000.00) in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of Eighteen Thousand Dollars (\$18,000.00) 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 in accordance with Section 403(b) of the Internal Revenue Code, as amended.

B. The annual base salary for any subsequent 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 Agreement 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.

**5. FRINGE BENEFITS:**

- A. The Board of Education shall provide the Superintendent with eighteen (18) sick days annually cumulative to two-hundred and twenty-five (225) days. Given her prior employment with the Board as an administrator, the Superintendent will retain sick days earned prior to the effective date of this Agreement. Up to fifteen (15) days per year may be used for illness in the immediate family. Unused sick days shall not be compensated when employment terminates.
- B. The Board of Education shall provide the Superintendent with twenty-seven (27) vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to the Board President, the Superintendent may carry over up to five (5) days in addition to the annual vacation entitlement and any remaining vacation days will be forfeited. Given her prior employment with the Board as an administrator, the Board agrees to pay the Superintendent for unused vacation prior to July 1, 2024 and carry up to five (5) days into the 2024-2025 school year. Vacation for a partial year of service shall be prorated. Subject to limitations above, upon termination of employment the Superintendent will be paid for up to ten (10) unused vacation days provided the funds are available. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.
- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent annually with four (4) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Board of Education shall provide the Superintendent annually with five (5) bereavement days without loss of pay in the event of the death of an immediate family member, specifically child, spouse, parent, grandparent, sibling, in-laws, aunt or uncle, niece or nephew.
- F. The Board of Education shall provide the Superintendent and her dependents with the same health insurance coverage and terms as is provided to a majority of school district administrators at the time this Agreement is executed. The Superintendent shall pay the same premium cost share as such other administrators. Should said health insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision.

- G. The Board shall provide the Superintendent with term life insurance and accidental death and dismemberment benefits during the term of this Agreement in an amount equal to two times annual salary, rounded to the nearest \$1,000.
- H. The Board shall pay the premium for a long-term disability insurance policy as provided to a majority of other district administrators to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Agreement after a suitable qualifying period as may be provided for and in accordance with the policy on file in the Board offices.
- I. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties in accordance with policy as established by the Board of Education.
- J. The District shall provide the Superintendent an automobile allowance of Five Hundred Dollars (\$500) per month.
- K. The District shall provide the Superintendent with the technology necessary for the Superintendent to carry out her duties pursuant to this Agreement, including technology of her choice as needed for her office, a smartphone, laptop computer, tablet, printer/fax/scanner at her home, and the monthly charges related to the smartphone.
- L. The Board shall provide the Superintendent with the same personal leave, funeral leave, jury leave, holiday and FMLA leave as regularly provided to the certified administrative employees of the District.

**6. OUTSIDE ACTIVITIES:**

- A. 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 Montville Public Schools. Out-of-pocket expenses, as provided for in the district budget, for such activities will be borne by the Board, and the Board will expect quarterly reports on these activities. The Superintendent shall inform the Board of her membership or proposed membership on the board of directors of any educational, community or civic organization.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents (CAPSS), and the local CAPSS Area Superintendent Groups. In addition, the District shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Board President.
- C. 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 President written notice of such activities and obtain prior written permission of the Board President.

**7. EVALUATION:**

- A. The Board shall evaluate and assess the performance of the Superintendent at least annually during the term of this agreement. Within sixty (60) days of the commencement of each year of this Agreement, the Board and the Superintendent shall meet to discuss and reach agreement on the Superintendent's goals for the year and the instrument to be used for the evaluation of the Superintendent, as such evaluation instrument may be amended by the Board from time to time as set forth below. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question. The evaluation instrument 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 any proposed amendment to the evaluation format with the Superintendent and attempt in good faith to agree on such amendment. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.
- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. At least thirty days prior to the Superintendent's evaluation, the Superintendent shall provide the Board a self-appraisal using the evaluation instrument, and the Board shall take this self-appraisal into account in conducting its evaluation of the Superintendent. Prior to preparing any written evaluation, the Board shall discuss the Superintendent's performance with her in executive session unless the Superintendent requires that such discussion be held in open session. A copy of any written evaluation 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 such 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 President 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 Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement 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 agreement 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 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 reasons set forth in Paragraph C above, it shall serve on the Superintendent written notice that termination of this Agreement 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 termination of this Agreement 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.
- E. 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 Agreement.
- F. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and accrued vacation benefits provided in this Agreement, in an amount not to exceed the amount of salary owed for the remaining term of this Agreement.

**9. 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 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. Upon signing, it supersedes all prior agreements between the parties.
- C. 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.

MONTVILLE BOARD OF  
EDUCATION

SUPERINTENDENT

By \_\_\_\_\_  
Wills Pike Date

\_\_\_\_\_  
Dr. Dianne Vumback Date