EMPLOYMENT CONTRACT for SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the City of Stamford (hereinafter called the "Board") and Dr. Tamu Lucero (hereinafter called the "Superintendent") that the said Board in accordance with its action on June 27, 2023 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ Dr. Tamu Lucero as Superintendent of Schools and that Dr. Tamu Lucero hereby accepts employment as the Superintendent of Schools upon the terms and conditions here and after set forth (hereinafter "Contract").

A. Certification.

As a condition precedent to this Contract taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued, or other authority granted by, the State of Connecticut Department of Education enabling her to serve as Superintendent. Failure to provide said certificate or evidence of other authority shall make this Contract null and void. Should any such certification or authority terminate, lapse, or expire, and the Superintendent not otherwise hold valid certification or authority to serve as Superintendent of Schools during the term of this Contract, this Contract 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 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, 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 and/or consideration.

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 by Board invitation only when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board committee meetings.

3. Term.

The term of employment is July 1, 2023 through June 30, 2026. 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 or partial year covered by this Contract or prior to the end of the first year of any applicable three-year agreement, the Board, at the request of the Superintendent, may vote to either to amend this Contract to provide for a term that covers a three-year period, with such first-year period commencing July 1, 2024, or to enter into a new agreement with the Superintendent.

B. Prior to the end of the second year covered by this Contract or prior to the end of the second year of any applicable three-year agreement (or prior to the last year of this Contract), the Board 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.

C. Anything in this Section 3 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. In the event that the term of the Superintendent's employment is not otherwise extended pursuant to this Section 3 or terminated pursuant to Section 8, the Superintendent's employment shall end with the expiration of this Contract on June 30, 2026.

4. Base Salary.

A. The annual base salary of the Superintendent for the period July 1, 2023 through June 30, 2024 shall be the sum of (a) $307,019 in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of $30,000 (which amount shall increase each year to the maximum amount allowable under the Internal Revenue Code for such 403(b) annuities), 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, plus (c) an additional sum equal to $30,000 (which amount shall increase each year to the maximum amount allowable under the Internal Revenue Code for such 457 plans), to be paid to the Superintendent in substantially equal installments during the contract year (with such installment dollar amounts being adjusted by the Board as necessary to implement the retroactive salary increase), as to which amount the Superintendent will arrange to have an annual deferral deducted from her salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 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 to a Section 457 Plan of the Board that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service, plus (d) a stipend of $3,000 in recognition of the Superintendent's doctorate degree.

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 contract term.

If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year increased by two percent (2%). 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.

C. For purposes of reporting the Superintendent's annual salary to the Connecticut Teachers' Retirement Board, the Board shall include the full amount of the total annual salary specified in Section A above, notwithstanding any 403(b) elective deferral or Section 457 contributions made by the Superintendent.

5. Fringe Benefits.

A. In addition to the base salary paid to the Superintendent by the Board as set forth in Section 4 (above), the Board shall reimburse the Superintendent for her entire contribution to the Connecticut Teacher Retirement Board ("TRB"), which is deducted from her salary on a pretax basis. The Board's reimbursement obligation described in this paragraph shall be limited to 8.25% of the Superintendent's creditable earnings payable to the TRB. It is agreed that the Superintendent shall be responsible for any contribution required by TRB in excess of the 8.25% contribution described herein as well as any tax liability that arises from this reimbursement.

B. The Board shall provide the Superintendent with sick days and sick day accumulation in accordance with the Collective Bargaining Agreement between the Board and the Stamford Administrative Unit ("the SAU contract"). The Board agrees that the Superintendent begins her Contract with any carry-over of existing accumulated sick days she accrued prior to the start of the Contract. The Superintendent shall be eligible for an advance of up to ninety (90) days of sick leave in case of serious illness. Unused sick days shall not be compensated upon resignation, retirement, termination or death in service of the Superintendent, except as otherwise specifically provided herein.

C. The Board shall provide the Superintendent with twenty-nine (29) vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to twenty-five (25) days, which days must be taken in the following year (*i.e.*, the Superintendent shall not have more than sixty-five (65) vacation days accrued at any one time, which includes forty (40) days accrued as of June 30, 2021. Vacation for a partial year of service shall be prorated. Subject to limitations above, upon termination of employment, the end of the term of this Contract, resignation, retirement, or death the Superintendent will be paid for all unused vacation days at the rate of 1/221 of annual base salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.

D. The Superintendent shall have the holidays on which the Board offices are closed.

The following days are defined as paid holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years' Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day and Juneteenth. The holidays shall be observed in accordance with the school calendar. If the defined paid holidays change during the term of this Contract, the Superintendent shall have those holidays.

E. The Board shall provide the Superintendent annually with five (5) non-accumulating personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours.

F. The Board shall make available to the Superintendent and her spouse and eligible dependents at no cost the same health insurance coverage as is provided to a majority of the Stamford Public Schools teachers at the time of this Contract is signed.

G. The Board shall provide the Superintendent with term life insurance during the term of this Contract in the amount of two and one-half (2 1/2) times her annual base salary, rounded to the nearest $1,000.00.

H. The Board desires to promote and encourage the Superintendent to remain on a long-term basis. Accordingly, and provided that the Superintendent is employed by the Board on that date, the Board will, annually, on January 30th, provide a retention stipend of $25,000, which shall not be included in the base salary.

I. The Board shall pay the premium for a long-term disability insurance policy for the Superintendent to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Contract after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained.

J. The Board encourages the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in such professional development activities such as relevant course work, continuing education fees, or professional meetings.

K. The Board shall provide the Superintendent with three (3) days of bereavement leave to be utilized for a death of a family member.

L. The Board agrees to provide the Superintendent with a monthly stipend of six hundred dollars ($600) to reimburse the Superintendent for her travel expenses incurred in the performance of her duties under this Contract.

M. Whenever the Superintendent is unable to perform the duties of her job as a result of personal injury caused by an accident arising out of and in the course of employment, she may elect to charge all or part of such absence during the period of temporary disability due to the accident to sick leave days she has accrued to her credit under this Contract and the applicable Board rules and regulations pertaining to sick leave, up to a maximum of one hundred and twenty (120) days. In this event she shall receive the sick leave pay (and a proportionate offset to her sick leave account) to which she is entitled for the period so charged to sick leave credits, less the amount of any temporary disability payments received under the workmen's compensation laws due to said injury for any period for which such sick leave is paid.

N. In the absence of such election, she shall not receive sick leave payments during the period of absence for temporary disability due to accident and sick leave credits shall not be reduced by reason of any workmen's compensation payments he or she may receive for temporary disability due to the injury. Acceptance of sick leave payments for any period for which she may be entitled to receive temporary disability payments under the workmen's compensation laws shall constitute an election to charge absence for such period proportionately to the sick leave days to her credit.

O. Notwithstanding the foregoing, there shall be no offset if the personal injury is caused by an assault, reference being had to section 10-236a of the CGS.

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 Stamford 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 periodic reports on these activities.

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 President of the Board written notice of such activities.

C. The Board shall pay the full cost of the Superintendent's professional association memberships and the Connecticut Association of Public-School Superintendents, the American Association of School Administrators, and the Southern Fairfield County Superintendents' Association. In addition, the Board 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 President of the Board.

7. Evaluation.

A. The Board shall evaluate and assess the performance of the Superintendent at least annually during the term of this Contract in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation may be either verbal or written, which shall be mutually-agreed upon as part of the evaluation format. Said evaluation and assessment shall be reasonably related to the goals and objectives of the Board for the year in question. The Superintendent shall submit to the Board a recommended format for said evaluation and assessment of her performance. The said evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and Board 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 of this Contract.

B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Contract. Prior to preparing the 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. The verbal or 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 the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

C. The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of the contract, provided that any such adjustment shall not reduce the base salary amounts set out above or set in accordance with the process set for above. The Board will consider, annually, a merit stipend based upon the Superintendent's achievement of her goals and objectives for the year as established in accordance with Section 7(A) above, which stipend shall not be included in base salary.

10. Termination.

A. The parties may, by mutual consent and in writing, terminate the contract at any time.

B. The Superintendent shall be entitled to terminate the contract voluntarily at any time upon written notice of ninety (90) calendar days to the Board President, except that the ninety (90) calendar 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 of employment during its term for one or more of the following reasons:

1. Inefficiency, incompetence, or ineffectiveness
2. Insubordination against reasonable rules of the Board
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 the Contract for one of the above reasons, it shall serve on the Superintendent written notice of 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.

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

G. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged or when notice has been given that termination of this Contract is being considered, without prejudice to the right of the Superintendent as otherwise provided in this Contract.

H. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated unused sick leave, and vacation time, and shall continue to pay insurance benefits for what would have been the remaining term of the Contract.

11. 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 construed in accordance with the laws of the State of Connecticut.

STAMFORD BOARD OF EDUCATION	SUPERINTENDENT
By Jackie Heftman 6/28/23	Tamu Lucero 6/28/23
Jackie Heftman Date Its President	Dr. Tamu Lucero Date

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