

**THE W. L. GILBERT SCHOOL CORPORATION
NEGOTIATING COMMITTEE MEETING
Thursday, June 26, 2025
6:30 PM
Blue Room at Winchester Town Hall**

AGENDA

(A portion of this meeting may be held in executive session)

1. OPENING OF MEETING

- A. Negotiating Committee - Holly Cassaday, Ellen Marino, Theresa Padin, and Tara Sundie
- B. Others - Greg Shugrue, Head of School 2024-25, Michael Susi, Head of School 2025-26

2. CONTRACT DISCUSSION & REVIEW OF DRAFT

3. ADJOURNMENT

- A. VOTE: Yeas _____ Nays _____ Abstain _____

DRAFT CONTRACT FOR DISCUSSION

**AGREEMENT BETWEEN THE W.L. GILBERT SCHOOL CORPORATION AND THE
WINCHESTER BOARD OF EDUCATION**

This agreement is made this ____ day of _____, _____ between The W. L. Gilbert School Corp. (hereinafter referred to as "the School Corp.") and the Winchester Board of Education, State of Connecticut (hereinafter referred to as the "the Board").

Founded in 1895, The Gilbert School is a co-educational, non-elective, independent secondary school serving students in grades seven through twelve. The Gilbert School community takes great pride in working with our trusted partners from Winchester/Winsted and, more specifically, the Winchester Board of Education to provide its comprehensive and diverse academic programs, opportunities for academic rigor and enrichment, long history and traditions as well and the natural beauty of its surroundings.

The Gilbert School is governed by an independent, non-profit, self-perpetuating School Corp. The School Corp. comprises members as outlined in its bylaws and charter. As provided in the current by-laws of the School, The Winchester Board, by its designation of The Gilbert School as its designated middle and high school, shall be entitled to nominate four persons to serve as voting members on the School Corp. This representation of Winchester is based upon the current composition of the School Corp, which consists of nine (9) members, five (5) members appointed by the W.L. Gilbert Trust Corporation, one of which serves as chair.

The Gilbert School is an independent school recognized by the state of Connecticut as one of three endowed academies in the state and governed by C.G.S. § 10-34 with a public mission. As such, The Gilbert School is committed to preserving its status as an independent school and is dedicated to providing a superior secondary education to our sending districts and private tuition students.

The parties to this Agreement, in consideration of the mutual promises, covenants, and stipulations set out herein, agree to the following mutually acceptable terms and conditions:

1. **ACADEMY DESIGNATION:** The Winchester Board recognizes The Gilbert School as a middle and high school that eligible students from the Town of Winchester may attend, per Winchester policies and Section 10-33 of the Connecticut General Statutes.
2. **ACADEMY SERVICES:** The School Corp. will furnish educational facilities, programs, and activities for grades seven (7) through grade twelve (12) for students residing in the Town of Winchester, subject to all the requirements, privileges, restrictions, and awards accorded its student body. Winchester students shall be afforded all of the rights and privileges of public school students enrolled at The Gilbert School on the same terms and conditions as other publicly enrolled students.
3. **ENROLLMENT:** The Board of Education will provide an electronic copy of all the contact information for eligible 7th grade students when requested. The Board of Education shall notify the School Corp. by April 1st of each year of a non binding, anticipated number of seventh-grade enrollees for the subsequent school year.
4. **STUDENTS:** Any students residing in the Town of Winchester and recommended by the Board who have not completed the prescribed program for high school graduation shall be entitled to all the privileges and advantages of attendance at The Gilbert School if residency status has been verified in advance by the Winchester Board, per the policies and procedures of the Winchester Public Schools. In the event of any known changes in the address of a Winchester student, The Gilbert School shall promptly notify the Winchester Superintendent of Schools of the student's new address. The Superintendent may, at his/her discretion, prohibit the enrollment of any student who has attained the age of twenty-two (22) years.

Upon termination of this contract, or any extension thereof, all Winchester students then enrolled at The Gilbert School shall be provided the option of completing their high school education at The Gilbert School up to, and including graduation at the expense of the Winchester Board.

5. **REGULAR EDUCATION TUITION PAYMENT**

Regular education enrollment for budget purposes will use enrollment from grades 7 to 12 for each prospective year using the October 1 PSIS enrollment. Following a zero-based budget methodology, the Gilbert superintendent's budget will be developed and presented to the School Corp. no later than January 15th. The regular education tuition payment for each prospective fiscal year will be based on the total enrollment of Winchester students attending The Gilbert School multiplied by the per student regular education tuition as determined by The Gilbert School budget. The Gilbert School Corp. shall approve and adopt the budget for its regular education students to be on the Winchester Board of Education no later than February 15th of the preceding school year (See #6 for specifics relative to students receiving special education services). The Gilbert School Corp. will also share with the Winchester Board of Education all budget data requested for the calculation of the tuition rate. The Gilbert School will invoice the Town of Winchester for the tuition costs of all students from the Town of Winchester quarterly (July, October, January, and April). The Gilbert School Corp. recognizes that the Winchester Board of Education must depend upon this budget in preparing the Winchester Board of Education budget and therefore agrees that such budgets will be made in good faith.

6. **SPECIAL EDUCATION TUITION AND SERVICES:** The parties agree to the following principles and promises: (See Special Education Addendum)
7. **EXPULSION:** WBOE students who may be expelled by The Gilbert School shall continue to be counted as part of the WBOE's October 1st Winchester student census. The cost of providing any alternative education to expelled students shall be the responsibility of The Gilbert School, subject to the provisions of paragraph 5 hereof regarding special education students. In providing alternative education to WBOE students, The Gilbert School will be guided by the regulations concerning homebound tutoring.
8. **TRANSPORTATION:** The Winchester Board shall be responsible for providing all the transportation needs of its students to and from The Gilbert School daily.
9. **INVOICES:** The School Corp. will invoice the Winchester Board of Education for the tuition costs of all students from the Town of Winchester quarterly, as outlined in Section 5 above.
10. **TERM:** This Agreement shall remain in term for ten (10) years commencing on the date of signing and will automatically be extended for one year (1) year under the same terms and conditions of this Agreement unless either party provides written notice of their intent not to renew this Agreement at least one hundred and eighty (180) days before the expiration of the agreement.
11. **INDEMNITY:** The School Corp. agrees to indemnify the Winchester Board for any claims concerning educational services provided by The Gilbert School to Winchester students and all claims concerning the actions of The Gilbert School employees.
12. **LIABILITY INSURANCE:** The Gilbert School shall provide to the Winchester Board a Certificate of Liability Insurance for the premises at which educational services are being provided under this agreement, for \$1,000,000 per accident and \$500,000 for property damage. It is understood that said liability insurance shall be only for the premises of The Gilbert School.
13. **RECORD ACCESS:** Following applicable law, it is agreed and understood that at any time the Winchester Board, through its superintendent, may request from and The Gilbert School will provide, such information or permit the inspection of such records as may be necessary to verify or confirm any information submitted to the Winchester Board per this contract, including all charges due. All individual student records acquired by The Gilbert School will be released and available to the Winchester Board at reasonable times. If the Winchester Board provides The Gilbert School with a student's accumulated folder, it shall be returned to the Winchester Board within one year of the student graduating.
14. **EXCLUSIVE TERMS:** This written Agreement contains the sole and entire Agreement between the parties and supersedes any other contracts between them. The parties acknowledge and agree that neither of them has made any representation concerning the subject matter of this Agreement or any representation, including the execution and delivery hereof except such representation as specifically set forth herein, and each party acknowledges that each

has relied on its own that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

- 15. **NO MODIFICATION - MODIFICATION IN WRITING:** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith. Furthermore, no evidence of a waiver or modification shall be offered or received in any proceeding between the parties arising out of or affecting this Agreement or the rights or obligations of any party here unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

- 16. **COOPERATIVE OPPORTUNITIES:** The Head of School, working on behalf of the School Corp, may promote whenever possible mutual educational, cooperative, and financial benefits that would strengthen both parties and the larger community as a whole. These may include but are not limited to sharing of professional development opportunities and sharing of staff when appropriate.

- 17. **SCOPE OF AGREEMENT:** It is understood that the provisions of the Agreement shall not contravene the decision-making authority of either of the parties of this Agreement or their respective duties and prerogatives created by law.

- 18. **EFFECTIVE DATE:** This Agreement shall become operative when approved by the Winchester Board of Education and the School Corp.

- 19. **GOVERNING LAW:** This Agreement shall be construed and governed by and under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, _____.

W.L. Gilbert School Corporation

Winchester Board of Education

Chairperson, W.L. Gilbert School Corporation, Date

Chairperson, Winchester Board of Education Date

Head of School/Superintendent Date

Superintendent Date