

**EMPLOYMENT CONTRACT BETWEEN THE
STAMFORD BOARD OF EDUCATION AND ADRIAN B. TALLEY, ED.D.**

It is hereby agreed by and between the Board of Education of the City of Stamford, Connecticut (hereinafter called the "Board") and Adrian B. Talley, Ed.D. (hereinafter called the "Superintendent") that the said Board in accordance with its action on April 28, 2026 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ Dr. Adrian B. Talley as Superintendent of Schools and that Dr. Adrian B. Talley 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 him/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. He has the general authority to act at his discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He advises the Board on policies and plans that the Board takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for such consideration.
- B. The Superintendent or his 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 his own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.

3. TERM:

The term of said employment is from July 1, 2026 through June 30, 2029. The Superintendent and the Board of Education agree 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 of Education, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second year of a three-year 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 his contract is about to expire and shall provide the Board this contract clause.
- C. 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 shall be the sum of (a) Three Hundred Twenty-Seven Thousand Seven Hundred Fifty Dollars (\$327,750) in periodic payments in accordance with the established pay dates for the school district, and (b) a stipend of Three Thousand Dollars (\$3,000) in recognition of the Superintendent's doctorate degree.
- 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 contract 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.
- C. Incentive Compensation. Upon vote of the Board, the Superintendent shall be eligible for an incentive payment of Twenty-Five Thousand Dollars (\$25,000) if the Superintendent meets the criteria for such payment for the year to the satisfaction of the Board. Prior to October 1 of any year, the Board and the Superintendent shall discuss and establish the criteria for any such incentive payment, and the Board shall vote in either June or

July on whether to provide an incentive payment in accordance with this provision.

5. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with fifteen (15) sick days annually cumulative to one hundred fifty (150) days. The Board agrees that the Superintendent begins this contract with ten (10) sick days accumulated. Unused sick days shall not be compensated when employment terminates.
- B. The Board of Education 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 (ten) 10 days in a given year, provided that the Superintendent may not accumulate more than thirty-six (36) days in addition to the annual vacation entitlement. Vacation for a partial year of service shall be prorated. Subject to limitations above, upon termination of employment the Superintendent will be paid for unused vacation days at the daily 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.
- 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 five (5) personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Board of Education shall provide the Superintendent and his dependents with the same health insurance coverage as is provided to a majority of school district administrators at the time this contract is signed. 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.
- F. The Board shall provide the Superintendent with term life insurance in an amount equal to two and one-half (2 ½) times his annual base salary during the term of this Agreement.
- G. The Board shall pay the premium for a long-term disability insurance policy to compensate the Superintendent for sixty percent (60%) of the Superintendent's annual 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.

- H. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties.
- I. The Board agrees to provide the Superintendent with a monthly stipend of six hundred dollars (\$600) to reimburse the Superintendent for his travel expenses incurred in the performance of his duties under this Agreement. For use of his own automobile outside of the state on school business, he shall be reimbursed at the IRS reimbursement rate on vouchers to be submitted by him.
- J. For the first year of the Superintendent's employment, the Board shall pay for the services of an executive coach as the Board President and the Superintendent may agree upon in advance.
- K. In addition to the annual base salary paid to the Superintendent by the Board as set forth in Section 4 (above), the Board shall reimburse the Superintendent for a portion of his mandatory contribution to the Connecticut Teacher Retirement Board ("TRB"), which is deducted from his salary on a pretax basis as follows:

July 1, 2026 – June 30, 2027	60%
July 1, 2027 – June 30, 2028	80%
July 1, 2028 – June 30, 2029	100%

The Board shall deposit this reimbursement in an approved deferred compensation account as directed by the Superintendent in writing. It is agreed that the Superintendent shall be responsible for any contributions required by TRB in excess of the 8.25% contributions described herein as well as any tax liability that arises from this reimbursement.

- L. In addition to the annual base salary paid to the Superintendent by the Board as set forth in Section 4 (above), the Board shall make a contribution of Thirty-Six Thousand Dollars (\$36,000) in substantially equal installments during the contract year 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, to a 403(b) annuity with a tax sheltered annuity company he 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, and the Board shall make an additional contribution of Eleven Thousand Two Hundred Fifty Dollars (\$11,250) in substantially equal installments during the contract year, 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, 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.

- M. The Board will provide the Superintendent with a Fifteen Thousand Dollar (\$15,000) moving stipend. This stipend will pay for the entire move, including the actual move, travel, lodging, food, storage, etc. This stipend will be paid to the Superintendent on or before July 1, 2026.

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 Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators, and the Southern Fairfield County Area 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 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 his responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, he shall provide the Board President written notice of such activities.

7. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be reasonably related to the goals and objectives of the Stamford Public Schools for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his 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 of this agreement.

- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the 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. 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 his 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 the contract at any time.
- B. The Superintendent may 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 contract 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 without cause by giving the Superintendent a minimum of ninety (90) days' notice in writing. In the event of such termination, the Board will pay the Superintendent the lesser of the following: (1) an amount equal to twelve (12) months pay of the annual base salary, or (2) all of the aggregate compensation and the cash value of fringe benefits that the Superintendent would have received had this Agreement been in force until the termination date set forth herein.

- C. The Board may terminate this Agreement during its term with cause 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 the contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of his 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 his own counsel, at his 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 Agreement.
- G. 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.

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.

