

EMPLOYMENT AGREEMENT
BETWEEN THE
NORTH BRANFORD BOARD OF EDUCATION
AND THE
DIRECTOR OF PERSONNEL AND BUSINESS

AGREEMENT, made this 1st day of July 2003 between the BOARD OF EDUCATION of the Town of North Branford, County of New Haven and State of Connecticut (hereinafter referred to as the "BOARD") and Donald A. Winnicki of the Town of North Branford, County of New Haven and State of Connecticut (hereinafter referred to as the "DIRECTOR").

- 1) Duties. The Board hereby employs Donald A Winnicki as the Director, Personnel and Business, in the public schools of said Town. The powers and duties of the Director's position concern matters of personnel, finance and operations for the North Branford School District, as determined by the Board and the Superintendent of Schools. He has the general authority to act at his discretion, subject to later approval by the Superintendent, upon emergency matters and those as to which his powers and duties are not expressly limited. He shall advise the Superintendent on policies and plans that the Board shall take under consideration, and he shall take the initiative to present to the Superintendent policy and planning issues for his or her attention.
- 2) Compensation. The total annual salary for services to the Board, during the term of this Agreement, shall consist of two parts, base salary and a tax-sheltered annuity. The base salary shall be negotiated annually and payable in twenty-six (26) equal installments. Said annual salary shall be attached to this agreement in Appendix A. The tax-sheltered annuity shall be in the amount of two percent (2%) of the base salary described above. The payment of such annuity will be in a manner defined by the Director. Should the Director terminate his employment with the North Branford Public Schools, the 2% annuity will be prorated. Under no circumstances shall the total annual salary for any year be less than the total annual salary for the prior year.
- 3) Benefits – the Director shall receive benefits as set forth in Appendix A, which is attached hereto and made a part thereof.
- 4) Term. The term of said employment is for three (3) years, from July 1, 2003 to June 30, 2006, unless otherwise terminated in accordance with the provisions of this Agreement.

The Director and the Board agree that they shall adhere to the following procedures to consider extension of the Director's term of employment in accordance with the terms of this contract.

- a) During the sixty (60) day period immediately prior to June 30, 2003, and during such period prior to June 30 of each year thereafter, the Board shall vote upon an extension of this agreement. If this contract is extended, such extension shall be effective July 1, so as not to exceed two years when combined with the remaining term. At least 3 months prior to June 30 of each year of this agreement, the Director shall notify the Board of its obligation hereunder and shall provide the Board with a copy of this contract clause.
- b) The Director's annual salary for the extended year shall be negotiated and agreed to by the Board and the Director prior to the expiration of the contract year in which the extension is agreed to. Under no circumstances shall the salary for any year be less than the salary for the prior year.
- 5) Evaluation.
- a) The Superintendent shall evaluate and assess in writing the performance of the Director at least annually within 90 days, but not less than 45 days, prior to the expiration of each year of this agreement. Said evaluation shall be a narrative format and reasonably related to the duties as described in section 1 of this Agreement and to the goals and objectives mutually established by the Superintendent and the Director at the beginning of the evaluation year in question.
- b) In the event that the Superintendent determines that the performance of the Director is deficient in any respect, he or she shall describe in writing and in reasonable detail said deficient performance, including recommendations as to areas of improvement and offering assistance as may be appropriate. The Director shall have the right to react or respond in writing to the evaluation that shall become a permanent attachment to the Director's personnel file.
- 6) Contract Termination by the Board – During the effective period of this Agreement, the Board may terminate the contract of the Director for the following reasons:
- a) Inefficiency or incompetence;
- b) Insubordination;
- c) Disability or incapacity that prevents the Director from performing the essential functions of the job, after reasonable accommodations are made, as shown by competent medical evidence;
- d) Elimination of position by the Board;
- e) Other due and sufficient cause.

In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Director written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within 15 days after receipt from the Board of written notice that contract termination is under consideration, the Director may file with the Board a written request for a hearing

before the Board, which shall be held within 20 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 Director. 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 Director. The Director shall have the right to his own counsel at his own expense.

If the Director's employment contract is terminated on account of disability, the Board shall pay the earned accumulated sick leave, vacation and insurance benefits provided in this agreement through the end of the year in which contract termination takes effect.

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

- 7) Termination by Mutual Consent - The parties may terminate this Agreement by mutual consent at any time.
- 8) Termination by Director - During the effective period of this Agreement, the Director may terminate his employment:
 - a) By reason of failure of the Board to carry out the terms of this Agreement, or
 - b) Upon written notice to the Superintendent of not less than ninety (90) calendar days of such intent to terminate the contract.
- 9) Notices - any notice required to be given pursuant to the provisions of the Agreement shall be in writing and by registered mail, and mailed to the parties at the following addresses:

Board of Education: c/o Superintendent of Schools
 1388 Middletown Avenue
 Northford, CT 06472

Director: Donald A Winnicki
 18 Carlen Drive
 Northford, CT 06472
- 10) Entire Understanding - This contract contains the entire agreement between the parties. It may not be amended orally but may be amended by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this contract this 16th day of Sept, 2003.

DIRECTOR OF PERSONNEL AND BUSINESS
Donald A. Winnicki Date 9/16/03

NORTH BRANFORD BOARD OF EDUCATION
Dr. Robert K. Wolfe Date 9/16/03
Superintendent of Schools

NORTH BRANFORD BOARD OF EDUCATION
Rose Angeloni Date 9-11-03
Chairperson

NORTH BRANFORD BOARD OF EDUCATION
Larry Casey Date 9-11-03
Vice-Chairperson

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ADDENDUM

Term. The term of said employment is for three (3) years, from July 1, 2016 to June 30, 2019.

Address (Section 10) – 155 Austin Ryer Lane, Branford CT, 06405

APPENDIX A – WAGES and BENEFITS

1 Compensation

The base salary for the Director as defined in Section 2 of the Agreement shall be \$126,850 for the 2016/2017 school year. The TSA contribution, in the same section of this agreement, remains at 14.4% for the 2016/2017 school year. At the discretion of the Director within plan guidelines, the TSA contribution may be replaced with an equivalent (14.4%) additional employer contribution to the 401a pension plan.

2 Sick Leave

- a) The Director shall earn and accumulate fifteen (15) days each year for personal illness leave to a maximum of two hundred thirty-five (235) days. The number of accumulated days carried over from prior work years as of July 1, 2016 totaled 232.0 days.
- b) A record of unused sick leave days, which exceed the maximum of two hundred thirty-five (235) days, will be recorded in the Director's personnel record. In case of extended illness, additional sick leave days might be granted, at the discretion of the Board, if such a request is presented. The number of excess days carried over from prior work years as of July 1, 2016 totaled 116.5 days.

3 Jury Duty

- a) The Board recognizes the Director's right as a citizen to serve on jury duty, and the Director recognizes his obligation to the school system. It is therefore desirable that in the best interest of the system, the Director will make every effort to be relieved of jury duty when school is in session.
- b) If the Director is compelled to serve on jury duty during the school year, he shall receive a rate of pay equal to the difference between his professional salary and the jury duty fee. The difference in salary will only be paid after denial of a written request to be relieved of jury duty while school is in session.

4 Personal Leave - A maximum of five (5) days' leave of absence with pay and not chargeable against the Director's sick leave allowance shall be granted upon approval of the Superintendent.

5 Holidays - The Director shall be entitled to paid holidays as determined by the school calendar. In addition, the Director shall be entitled to the Fourth of July and Labor Day holidays. Paid holidays do not include spring break or other school vacation periods.

6 Vacation - The Director shall be entitled to twenty-five (25) paid vacation days. Vacation time should be coordinated and discussed in advance with the Superintendent of Schools. Unused vacation time may be accumulated to a total of twenty-five (25) working days, not including the new allotment.

Up to ten (10) days of unused vacation may be submitted for pay at the per diem rate determined by dividing the total annual salary in the "Compensation" section by 240 days. These paid days shall then not be included in the accumulation for the subsequent work year.

7 Insurance

- a) The Board will pay ninety-seven percent (97%) of the health and dental insurance premiums (individual and dependent coverage) for the Director for the Anthem Century Preferred Plan with the following features:

- (1) In-Network - \$0 per hospital admission copay, \$5 per office visit copay and \$25 per emergency room visit copay with unlimited maximum.
 - (2) Out-of-Network - \$200/\$400/\$500 (single/two/family) deductible with 80%/20% coinsurance to \$4,000/\$8,000/\$10,000 with \$1,000,000 individual lifetime maximum.
 - (3) Vision Care Rider – for the individual and eligible dependents.
 - (4) Prescription Drug Care Program - \$3 copay for mail, \$5 copay for generic, \$10 copay for brand with \$800 individual maximum.
 - (5) Family Plan Dental Rider, including Unmarried Dependent Rider and Rider C (periodontics).
- b) Life insurance: \$175,000 payable in the event of death from any cause, including Waiver of Premium and Accidental Death and Dismemberment, including double indemnity clause.
- c) Upon retirement or termination of employment of the Director from the North Branford Public Schools, the Board will continue, at its expense, life and family health benefits in force at the time of retirement or termination. The Director will continue to pay the premium share in effect at the time of retirement or termination. Said premium contribution share shall be reduced by any contribution from TRB or other sources made directly to the Board, with the Director paying any net balance to the Board.
- d) Payment in Lieu of Insurance Coverage: The Director may elect not to participate in the health insurance benefits listed above. Any such election not to participate in the Board's health insurance program shall be made in writing during the first two weeks of July, and, except as provided herein, shall be irrevocable for the remainder of that year. If the Director makes such written election he shall be paid a stipend on or before June 30 of the school year during which such election is in effect, in an amount equal to 30% of the premium costs that would have been incurred by the Board if such insurance had been in effect for the year. The stipend shall be based on premium costs computed as of the beginning of the school year for which such payments are made. Any election not to participate in the Board's health insurance program shall continue in effect unless revoked within the first two weeks of any fiscal year. Any payments under this paragraph shall be prorated on a monthly basis if the Director works less than a full year. Once the Director has

elected not to participate in the Board health insurance program, as provided herein, he may change his election during the year, subject to the enrollment requirements of the insurance carrier, only upon showing that he is no longer covered by his spouse's health insurance program

- e) Accident and Sickness Insurance: Non-cancelable, guaranteed renewable individual disability income policy with monthly benefits of \$1,500 per month beginning on the 91st day of total disability to age 65, as long as such benefit is permitted under the terms of the insurance policy.
- 8 The present ICMA Internal Revenue Code Section 457 Plan shall remain in effect, and the Board will contribute seventy-five (\$75) dollars per pay period toward this plan.
- 9 Work Year - The work year of the Director shall be two hundred sixty (260) days.
- 10 Automobile Allowance – The Director will receive an automobile allowance of \$375 monthly.
- 11 Compensation for Course Work – the Board shall pay for graduate or undergraduate level course work that is approved by the Superintendent of Schools.
- 12 Outside Professional Activities and Obligations

The Director may maintain a membership in:

- i) American Association of School Personnel Administrators;
- ii) Connecticut Association of School Personnel Administrators;
- iii) American Association of School Business Officials;
- iv) Connecticut Association of School Business Officials.

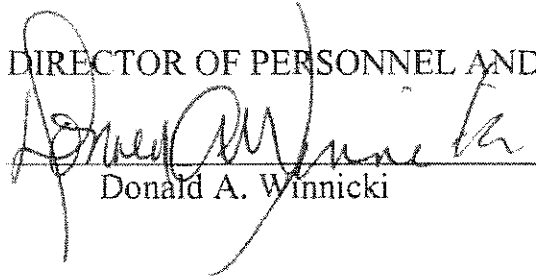
The cost of such membership shall be reimbursed or paid directly by the Board.

- 13 Severance Pay. At the time of termination of employment from the North Branford Public Schools, the Director shall be granted severance pay. Payment will be computed by as follows:

- (1) Determine the number of accumulated sick days up to a maximum of 100. Add the number of accumulated vacation days up to a maximum of 50 (accrual of 25 plus earned of 25).
- (2) Determine the per diem rate by dividing the total annual salary in the "Compensation" section by 240.
- (3) The severance payment is equal to the total accumulated paid days (up to 150) times the per diem rate.

IN WITNESS WHEREOF, the undersigned have executed this contract this 28th day of September 2016.

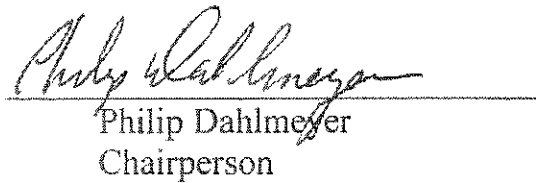
DIRECTOR OF PERSONNEL AND BUSINESS


Donald A. Winnicki

Date

9/28/2016

NORTH BRANFORD BOARD OF EDUCATION


Philip Dahlmeyer
Chairperson

Date

9/28/2016