

BRYAN D. LUIZZI, Ed. D.
SUPERINTENDENT OF SCHOOLS
EMPLOYMENT CONTRACT
JULY 1, 2022 TO JUNE 30, 2025

It is hereby agreed by and between the Board of Education of the Town of New Canaan (hereinafter called the "Board") and Dr. Bryan D. Luizzi (hereinafter called the "Superintendent") pursuant to, and in accordance with, the Board's action by election pursuant to section 10-157 of the Connecticut General Statutes (hereinafter called the "Agreement"), as follows:

Subject to and in accordance with the provisions of Section 10-157 of the Connecticut General Statutes, effective July 1, 2022, the Board hereby employs Dr. Bryan D. Luizzi as its Superintendent of Schools and Dr. Bryan D. Luizzi hereby accepts employment as the Board's Superintendent of Schools, upon the terms and conditions hereinafter set forth in this Agreement.

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 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 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 the Board's attention.
- 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, 2022 to June 30, 2025. 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 or partial year covered by this Agreement or prior to the end of the first year of any applicable three-year agreement, the Board of Education, at the request of the Superintendent, may vote either to amend this Agreement to provide for a term that covers a three-year period, with such first-year period commencing July 1, 2023, or to enter into a new agreement with the Superintendent.
- B. Prior to the end of the second year covered by this Agreement or prior to the end of the second year of any applicable three-year agreement (or prior to the last year of this Agreement), the Board of Education shall vote for 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 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.
- D. Anything in this Section 3 or Section 8 of this Agreement to the contrary notwithstanding, in the event 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 Agreement on June 30, 2025.

4. BASE SALARY:

- A. The annual base salary of the Superintendent shall be the sum of (a) \$345,841 in periodic payments in accordance with the established pay dates for the school district; and (b) an additional amount of \$35,516, as a Board contribution, 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 his 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 he 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.
- B. An additional sum of two thousand dollars (\$2,000), payable in twenty-four (24) installments as a degree stipend.

- C. 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.
- D. An additional sum of \$45,431 per year for each year of the contract will be provided as deferred compensation and paid as a lump sum on January 30, 2023, January 30, 2024, January 30, 2025.

5. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with 15 sick days annually cumulative to 223 days. Unused sick days shall not be compensated when employment terminates.
- B. The Board of Education shall provide the Superintendent with 30 vacation days annually, with the number of vacation days prorated for a partial year of service. Except as provided below, such vacation days shall be taken during the year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to 20 days, provided that the Superintendent may not accumulate more than a total of 45 days, which includes the 30 days of vacation days relating to the current year of service. Under extraordinary circumstances, these limits may be modified to include an additional 15 days with the approval of the Board Chair. Subject to the limitations above, upon separation the Superintendent will be paid for unused vacation days at the daily rate of 1/223 of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay, subject to the limitations above, 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 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 spouse and eligible dependents with the same health insurance coverage as is provided to a majority of school district teachers at the time this Agreement is signed. The Board agrees to pay health insurance premiums and to fund the HSA at 100% to the Superintendent, his spouse, and eligible dependents.
- F. The Board shall provide the Superintendent with \$500,000 of term life insurance during the term of this Agreement.
- G. The Board shall pay the premium for a long-term disability insurance policy for Superintendent to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary (not to exceed \$7500 per month) under this Agreement

after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained.

- H. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties as the Superintendent.
- I. The Board agrees to provide the Superintendent with an annual stipend of \$6,000 to reimburse the Superintendent for his instate 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. The Board agrees to provide the Superintendent with mentoring during the term of this Agreement, which may include executive coaching, professional management and leadership training, and access to other similar ongoing activities or programs for executive training.

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 New Canaan 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 and the American Association of School Administrators. 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 Chairperson of the Board.
- 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 Chairperson written notice of such activities.

7. EVALUATION:

- A. The Board shall meet with the Superintendent to evaluate and assess 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 District for the year in question. 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.

- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. 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. The evaluation shall be communicated to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a response to the evaluation.
- 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 Chairperson of the Board 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.

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 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 the Superintendent's employment under 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. 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 Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of his employment under 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 the termination of his employment under 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 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, vacation and disability insurance benefits provided in this Agreement, subject to the applicable limitations set forth in the Agreement.


9. GENERAL PROVISIONS:

- A. If any part of this Agreement is invalid, it shall not affect the remainder of the 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.

BOARD OF EDUCATION


SUPERINTENDENT

By


Katrina Parkhill

Date

6.17.22


Dr. Bryan D. Luizzi

Date


Witness

Date

6/17/2022


Witness

Date

6/17/2022