

## **AGREEMENT**

It is hereby agreed by and between the Board of Education for the City of Torrington, Connecticut (hereinafter referred to as the "Board") and Susan Fergusson (hereinafter referred to as the "Assistant Superintendent"), that the Board does hereby employ Susan Fergusson as Assistant Superintendent, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-151, and that Susan Fergusson hereby accepts such employment, upon the terms and conditions hereinafter set forth.

### **1. Certification**

The Assistant Superintendent shall maintain certification with the State of Connecticut Department of Education as an Intermediate Administrator and Supervisor for the duration of this Agreement.

### **2. Duties**

Under the direction and supervision of the Superintendent of Schools, and in accordance with the Board policies and regulations and with all applicable laws and regulations, the Assistant Superintendent shall assist the Superintendent in administering the operations of the school district. The Assistant Superintendent shall attend all meetings of the Board of Education and shall attend Board Committee meetings as determined by the Superintendent.

### **3. Term of Agreement**

- A. This Agreement shall be effective from July 1, 2021 and shall remain in effect through and including June 30, 2024.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Non-renewal and/or Termination" shall take precedence and the Assistant Superintendent's employment may be non-renewed and/or terminated at any

time during the provisions of this Agreement, in accordance with the provisions of Section 10-151 of the Connecticut General Statutes.

**4. Work Year**

The work year for the Assistant Superintendent shall be twelve months.

**5. Base Salary**

As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. The Assistant Superintendent's base salary shall be pro-rated for any partial year of service as Assistant Superintendent. The Assistant Superintendent's base annual salary rate for the period July 1, 2021 through June 30, 2024 shall be as follows:

A. A cash component of One Hundred Sixty-Four Thousand Nine Hundred Fifty-Eight Dollars (\$164,958.00) paid in equal bi-weekly payments. Such amount shall increase by two percent (2.0%) in the 2022-2023 fiscal year, and an additional two percent (2.0%) in the 2023-2024 fiscal year.

B. An additional sum of five percent (5.0%) over and above the cash component in each contract year listed above in Section 5A, plus an additional Ten Thousand Dollars (\$10,000.00) to be contributed annually in each year of the Agreement, as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice.

The Assistant Superintendent's base salary, as set forth in Sections 5A and 5B above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board.

The total base annual salary compensation, noted in Section 5A and 5B above, shall be subject to the State Teachers' Retirement Board contribution.

**6. Fringe Benefits**

A. Pro-ration of Benefits: The number of sick days, vacation days and other leave days shall be pro-rated for any partial years of service as Assistant Superintendent.

B. Sick Leave: The Board of Education shall provide the Assistant Superintendent with twenty (20) sick days per fiscal year for personal illness of the Assistant Superintendent. Such sick days shall be credited to the Assistant Superintendent at the beginning of each contract year. Sick days shall be cumulative to a maximum of two hundred thirty-one (231) days. The Assistant Superintendent will not be paid or reimbursed for unused sick leave.

C. Vacation: The Board shall provide the Assistant Superintendent with twenty-five (25) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. Such vacation days shall be credited to the Assistant Superintendent at the beginning of each contract year. The Assistant Superintendent may not carry over any vacation days from one fiscal year to another without prior approval from the Superintendent. If the Assistant Superintendent wishes to take one (1) week or more of vacation at a time, she shall notify the Superintendent of the dates of such vacation. The Assistant Superintendent may not take more than two (2) consecutive weeks of vacation without the prior approval of the Superintendent.

In the event of the death of the Assistant Superintendent, any earned but unused vacation will be paid to the Assistant Superintendent's estate. In the event that the Assistant Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, she shall be entitled to be paid for unused vacation credited during the fiscal year in which she retires or resigns on a prorated basis, based on the number of months remaining in the contract year as of the effective date of the Assistant Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Assistant Superintendent must provide the Superintendent with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of such resignation or retirement. Any vacation days to be paid to the Assistant Superintendent in accordance with this section shall be paid at the Assistant Superintendent's per diem rate, which shall be calculated at 1/261 of the cash component of the Assistant Superintendent's annual base salary.

D.           Personal Days: In the event of a need to conduct personal business that cannot be transacted outside of work hours, the Assistant Superintendent may take personal leave with pay upon prior approval of the Superintendent. Requests by the Assistant Superintendent to take personal leave must be submitted to the Superintendent at least forty eight (48) hours in advance of the anticipated leave, except in the case of an emergency.

E.           Health and Dental Insurance Benefits: The Assistant Superintendent shall have the right to enroll herself, her spouse and eligible dependents in the High Deductible Health Plan provided to certified administrators employed by the Board and in the dental

insurance plan provided to certified administrators employed by the Board, as such plans may be amended from time to time. For the contract years outlined in this agreement, the Board shall fund forty-five (45%) of the applicable HSA deductible amount for the Assistant Superintendent, in the same manner as applicable to certified administrators employed by the Board.

The Assistant Superintendent shall pay, through payroll deduction, the same contributions towards the cost of insurance as is required of the certified administrators bargaining unit members, for the term of this agreement.

The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the Assistant Superintendent to pay insurance premium contributions on a pre-tax basis.

F.           Life Insurance: The Board shall provide term life insurance for the Assistant Superintendent with a face amount of two (2) times the cash component of the base annual salary of the Assistant Superintendent

G.           Disability Insurance: The Board shall make available to the Assistant Superintendent, at no cost to the Board, a long term disability insurance plan that commences ninety (90) days after the onset of the disability and provides a benefit of sixty percent (60%) of the cash component of the Assistant Superintendent's monthly base salary, to a maximum benefit of \$6,000 per month, until age 65. The Assistant Superintendent shall be responsible for payment of the full cost for such insurance, through payroll deduction.

H.           Insurance Benefits (General Provisions): Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility

requirements of the carrier(s). The specific elements of coverage under any such plan shall be governed by the plan documents issued by the insurance carrier/administrator. The Board reserves the right to change the specific insurance plan(s) or carrier(s) for health insurance coverage at any time during the term of this Agreement.

I. Automobile Allowance: The Board shall provide an allowance for the use of the Assistant Superintendent's personal automobile in carrying out the Assistant Superintendent's responsibilities under this Agreement, in the amount of \$300.00 paid on a monthly basis in each month during which the Assistant Superintendent is employed. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.

J. Tuition Reimbursement: The Board will, upon presentation of proper evidence of course work completion with a grade of B or better, and upon the recommendation of the Superintendent, reimburse tuition for graduate work in an amount not to exceed Twelve Hundred Dollars (\$1,200) per year for tuition costs. Prior approval of courses to be taken must be obtained by the Superintendent. Tuition for "online" courses from accredited institutions shall be eligible for reimbursements. Upon producing a transcript showing proof of satisfactory completion of the course, reimbursement shall be made by the Board to the Assistant Superintendent.

**7. Evaluation**

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least annually during the term of this Agreement.

**8. Non-renewal and/or Termination**

A. The parties may, by mutual consent, terminate this Agreement at any time.

- B. The Assistant Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto in which case verbal notice by the Assistant Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The non-renewal and/or termination of the employment of the Assistant Superintendent shall be governed by the provisions of Section 10-151 of the Connecticut General Statutes.

**9. Professional Meetings**

The Board encourages the Assistant Superintendent to continue professional development and expects participation in relevant learning experiences. Subject to budgeted appropriations, the Assistant Superintendent may maintain appropriate professional association memberships to be paid by the Board. Upon the prior approval of the Superintendent, the Assistant Superintendent may attend professional meetings, seminars and conferences related to the performance of duties as Assistant Superintendent, with the expenses to be paid by the Board.

**10. Outside Professional Activities**

The Assistant Superintendent may undertake, with prior approval of the Superintendent, consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the responsibilities as Assistant Superintendent.

**11. General Provisions**

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions,

terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both 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. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.


C. This Agreement shall be construed under the laws of the State of Connecticut.



IN WITNESS WHEREOF, the undersigned have executed this Agreement.

  
Susan Fergusson

Date: 3/31/21

  
Susan M. Lubomski  
Superintendent of Schools

Date: 3/31/21

  
Fiona Cappabianca  
Board Chair, Torrington Public Schools

Date: 3/31/2021