

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 M. Lubomski (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Susan M. Lubomski as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Susan M. Lubomski hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

At all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

2. Duties

The Superintendent shall serve as the chief executive officer of the Board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent has the general authority to act at her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. The Superintendent advises the Board on policies and plans that the Board takes under consideration, and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent shall attend all meetings of the Board of Education and shall

participate in all Board deliberations, except when matters relating to her own employment are under consideration. The Superintendent or her designee, as authorized by the Board, shall attend all Board Committee meetings.

3. Term of Agreement

This Agreement shall become effective on July 1, 2021 and shall remain in effect through and including June 30, 2024. 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 for a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that her 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 the section entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

4. **Work Year**

The work year for the 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 Superintendent's base annual salary shall be pro-rated for partial years of service as Superintendent.

The 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 Eighty-Nine Thousand Four Hundred Twenty-Five Dollars (\$189,425) per year; 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 Fifteen Thousand Dollars (\$15,000.00) to be contributed annually in each year of the Agreement, as to which amount the 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 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, as set forth in Sections 5A and 5B above, shall be subject to the State Teachers' Retirement Board contribution.

6. 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 Superintendent.
- B. Sick Leave: The Board of Education shall provide the Superintendent with twenty (20) sick days per fiscal year for personal illness of the Superintendent. Such sick days shall be credited to the Superintendent at the beginning of each contract year. The number of sick days shall be pro-rated for any partial year of service as Superintendent. Sick days shall be cumulative to a maximum of two hundred thirty-one (231) days. The Superintendent will not be paid or reimbursed for unused sick leave.
- C. Vacation: The Board shall provide the 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 Superintendent at the beginning of each contract year. The Superintendent may not carry over any vacation days from one fiscal year to another without prior approval from the Board. If the Superintendent wishes to take one (1) week or more of vacation at a time, she shall notify the Board Chair of the dates of such vacation. The Superintendent may not take more than two (2) consecutive weeks of vacation without the prior approval of the Board. In the event of the death of the Superintendent, any earned but unused vacation will be paid to

the Superintendent's estate. In the event that the 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 Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Superintendent must provide the Board 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 Superintendent in accordance with this section shall be paid at the Superintendent's per diem rate, which shall be calculated at 1/261 of the cash component of the 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 Superintendent may take personal leave with pay upon prior approval of the Board Chair. Requests by the Superintendent to take personal leave must be submitted to the Board Chair at least forty-eight (48) hours in advance of the anticipated leave, except in the case of an emergency.

E. Health and Dental Insurance: The Superintendent, and her eligible dependents, shall have the right to remain enrolled in her current in-effect health insurance plan prior to July 1, 2021. For the duration of this agreement, the Superintendent shall pay, through payroll deduction, the following

percentage of the premiums for insurance coverage: 17.5% in 2021-2022, 18% in 2022-2023, 18.5% in 2023-2024.

- F. Life Insurance: The Board shall provide term life insurance for the Superintendent with a face amount of two (2) times the cash component of the base annual salary of the Superintendent.
- G. Disability Insurance: The Board shall make available to the 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 Superintendent's monthly base salary, to a maximum benefit of \$6,000 per month, until age 65. The 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 insurance coverage at any time during the term of this Agreement.
- I. Reimbursement for Use of Superintendent's Automobile: The Board shall provide an allowance for the use of the Superintendent's personal automobile in carrying out the Superintendent's responsibilities under this Agreement, in the amount of Four Hundred Dollars (\$400.00) per month. Payment of the

automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.

7. Tuition Reimbursement

The Board agrees to reimburse the Superintendent up to Twelve Hundred Dollars (\$1,200.00) per year for tuition costs associated with her doctoral program. Upon producing a transcript showing proof of satisfactory completion of the course, reimbursement shall be made by the Board to the Superintendent.

8. Evaluation Format

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. 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. If the Board and the Superintendent are unable to reach agreement on an evaluation format, the Board will determine the evaluation format. The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for an evaluation system both as to overall performance and as to the specific criteria set forth in the evaluation format.

9. Evaluation

The Board in executive session shall evaluate the Superintendent no later than May 1st of each year of this agreement. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the

written evaluation shall be delivered to the Superintendent no later than June 30 of each year of this Agreement. The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. No later than July 31 of each year of this Agreement, the Board in executive session shall meet with the Superintendent to discuss the evaluation. The Superintendent shall provide the Board with a copy of this contract clause, no later than April 15 of each year of this Agreement.

10. Professional Associations

During the term of this Agreement, the Board shall pay the costs for the Superintendent's membership in CAPSS (Connecticut Association of Public Schools Superintendents). Subject to Board approval, the Board shall also pay for the Superintendent's membership in one other relevant professional association of the Superintendent's choice.

11. Professional Meetings

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

12. Outside Professional Activities

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

13. Termination of Agreement

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The 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 Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate 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 which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence;
 - (5) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of her 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 the completion of such hearing and shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for

its decision. Such hearing may be in executive or public session at the option of the Superintendent. The Superintendent shall have the right to her own counsel at her own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

14. 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 M. Lubomski

Date: 3/31/21



Fiona Cappabianca, Chair, on behalf
of the Torrington Board of Education

Date: 3/31/2021