

**Assistant Superintendent
Agreement
Trumbull Board of Education**

It is hereby agreed by and between the Board of Education for the Town of Trumbull, Connecticut (hereinafter referred to as the "Board") and Susan C. Iwanicki (hereinafter referred to as the "Assistant Superintendent"), that the Board does hereby employ Susan C. Iwanicki as Assistant Superintendent of Schools, subject to and in accordance with the provisions of this agreement, and that Susan C. Iwanicki hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. CERTIFICATION

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

2. DUTIES

The Assistant Superintendent receives all assignments and instructions from the Superintendent. The Assistant Superintendent reports directly to the Superintendent on all matters assigned to her. She is expected to take an active interest in the total operation of the school system and is encouraged to take action within the scope of her authority. The Assistant Superintendent shall call to the attention of the Superintendent, matters requiring attention which she judges beyond the scope of her authority. She shall work within the framework of all Board of Education policies and administrative regulations. The duties of the Assistant Superintendent shall be set forth and described in the job description concerning the same, and represented on the current Trumbull Public Schools organizational chart.

3. TERMS OF AGREEMENT

This Agreement shall become effective on July 1, 2024, and shall remain in effect through and including June 30, 2026. Extension of the term of the Assistant Superintendent's employment under this agreement shall be in accordance with the following procedure:

- a) Prior to the expiration of the first year of this agreement, the Board of Education, at the request of the Assistant Superintendent, may vote for a new agreement.
- b) In the absence of such a vote, the Board of Education shall, prior to the expiration of the second year of this agreement, vote upon the question of whether or not to elect the Assistant Superintendent to an additional term not to exceed three years. At least three months prior to the expiration of the second year of this agreement, the Assistant Superintendent shall provide the Board with a copy of this provision and a written request that the question of the extension of the employment be placed upon the Board's agenda for consideration.

Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Assistant 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 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 annual salary shall be pro-rated for partial years of service as Assistant Superintendent.

The Assistant Superintendent's base annual salary for the period July 1, 2024, through June 30, 2025, shall be as follows:

- A. A cash component Two Hundred and Five Thousand, One Hundred and Forty-Three Dollars (\$205,143) per year plus a doctoral stipend of \$2,000.
- B. An additional Three Thousand Dollars (\$3,300) per year, over and above the cash component set forth in Section 5A, 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, as set forth in Sections 5A and 5B above, shall be subject to the State Teachers' Retirement Board contribution.

The Assistant Superintendent's base annual salary for each subsequent year of the Agreement shall be determined prior to July 1 for each year. In the event that the Board and the Assistant Superintendent are unable to reach agreement on terms with regard to the Assistant Superintendent's base annual salary for a particular year, the base annual salary in effect for the preceding year shall remain in effect.

6. BENEFITS

Sick Leave: The Board of Education shall provide the Assistant Superintendent with eighteen (18) 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. The number of sick days shall be pro-rated for any partial years of service as Assistant Superintendent. Upon execution of this agreement, the Assistant Superintendent shall be credited with her accumulated sick days since she has been employed. Sick leave shall be cumulative to a maximum of two hundred twenty-two (222) days. This Agreement intentionally excludes a sick leave payout at retirement or resignation.

Vacation: The Board of Education 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 number of vacation days shall be pro-rated for any partial years of service as Assistant Superintendent. Vacation days shall be taken during the contract year that they are earned, except that the Assistant Superintendent may carry over five (5) days of vacation from one contract year to the next contract year with Superintendent's approval. Effective on June 30 of each contract year, the Assistant Superintendent shall be compensated at her per diem rate for up to five (5) days of unused vacation in excess of the five (5) days permitted to be carried over under this section. The Assistant Superintendent shall forfeit any other unused vacation days not carried over and not paid for in accordance with this contract section. Requests by the Assistant Superintendent to take vacation time must be submitted to the Superintendent. The per diem rate shall be calculated at 1/260th of base annual salary.

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. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Assistant Superintendent must provide the Board with written notice of such resignation or retirement at least sixty (60) 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 1/260th of the Assistant Superintendent's base annual salary.

Paid Holidays: The Assistant Superintendent shall be entitled to fourteen (14) full paid holidays which are spelled out as follows: New Year's Day; New Year's Eve Day; Martin Luther King Day; Presidents' Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Columbus Day; Thanksgiving Recess – 2 days, Christmas; Christmas Eve day and one (1) Floating Holiday (Note: when Christmas or New Year's Day and Eve Days fall on a weekend, the Friday before and Monday after shall be the paid holidays).

Personal Days: The Assistant Superintendent shall be entitled to five (5) days for personal leave upon adequate notice to the Superintendent. Additional days necessary may be allowed at the discretion of the Superintendent.

Insurance Benefits: Except where the same may conflict with other provisions of this contract, the Board will provide the Assistant Superintendent with and shall pay the premiums (subject to a cost-share contribution) for those insurance benefits which it provides to administrators belonging to the Trumbull Administrator's Association.

Welfare Provisions: Except where the same may conflict with other provisions of this contract, the Assistant Superintendent shall be eligible for all other welfare provisions and benefits set for in Article VII of the then current Agreement between the Board of Education and the Trumbull Administrator's Association. The Assistant Superintendent will pay the same premium contributions as all other members of the certified administrator group.

Bereavement: The Assistant Superintendent shall be entitled to five (5) days annually for each death in the immediate family

Automobile Allowance: The Board shall pay at the IRS rate for the use of the Assistant Superintendent's personal automobile in carrying out the Assistant Superintendent's responsibilities.

7. EVALUATION FORMAT

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent. This evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question and to the job description for the Assistant Superintendent and the Trumbull Public Schools Organizational Chart.

8. TERMINATION OF AGREEMENT

- 1) The parties may, by mutual consent, terminate this Agreement at any time.
- 2) The Assistant Superintendent shall be entitled to terminate this Agreement upon written notice of thirty (30) days, except that the thirty (30) 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.

- 3) The Board may terminate this Agreement during its term for one or more of the following reasons:
 - a) Inefficiency, incompetence, or ineffectiveness;
 - b) Insubordination against reasonable rules of the Board of Education;
 - c) Moral misconduct;
 - d) Disability which renders the Assistant Superintendent unable to carry out the essential functions of the Assistant Superintendent's position, as shown by competent medical evidence;
 - e) Other due and sufficient cause.

In the event the Superintendent seeks to terminate this Agreement for one of the above reasons, it shall serve on the Assistant 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 Superintendent of written notice that contract termination is under consideration, the Assistant 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 Assistant Superintendent, setting forth the reasons and evidence for its decision. Such hearing may be in executive or public session at the option of the Assistant Superintendent. The Assistant 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.

9. PROFESSIONAL MEETINGS

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

10. OUTSIDE PROFESSIONAL ACTIVITIES

The Assistant Superintendent may undertake, with prior approval of the Superintendent, consultative work, speaking engagement, writing, lecturing or other professional duties and obligations provided such activities do not interfere with her 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 C. Iwanicki
Susan C. Iwanicki

Date: June 3, 2024

Lucinda Timpanelli
Lucinda Timpanelli, Board Chair
Trumbull Board of Education

Date: 6/6/24

