

AGREEMENT

It is hereby agreed by and between the Board of Education for the Town of New Britain, Connecticut (hereinafter referred to as the "Board") and Ms. Nancy Sarra (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Ms. Nancy Sarra as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Ms. Nancy Sarra hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

Prior to commencing work under this Agreement, and 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. 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

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 or her 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 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

The term of said employment is from July 1, 2020 through June 30, 2023. 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 June 30, 2023, the Board of Education shall vote regarding whether the Board wishes to extend the term of this Agreement beyond June 30, 2023. No later than January 1, 2023, the Superintendent shall notify the Board regarding the provisions of this contract clause.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 11 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. 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.

5. Base Salary

The annualized base salary amounts set forth in this Agreement shall be pro-rated for any partial year of service as Superintendent. The Superintendent's base annual salary from July 1, 2020-June 30, 2021 shall be the sum of the following: (a) a cash component of One Hundred Seventy-Nine Thousand Four Hundred Ninety-Five Dollars (\$179,495.00) paid in equal bi-weekly payments (the "cash component"); and (b) an additional amount of ten thousand two hundred thirty dollars (\$10,230.00) (the "annuity component"), over and above the cash component set forth in Section A above, paid in equal bi-weekly payments, as to which amount the Superintendent will arrange to have an elective deferral deducted from the Superintendent's salary on a pre-tax basis as permitted under Internal Revenue Code Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of the Superintendent's choice and/or into a 403(b)(7) custodial account of the Superintendent's choice under the 403(b) plan available to Board employees in accordance with Section 403(b) of the Code.

The Superintendent's base salary 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 annual cash component and annuity component from July 1, 2020 - June 30, 2021 shall be One Hundred Seventy-Nine Thousand Four Hundred Ninety-Five Dollars (\$179,495.00) and Ten Thousand Two Hundred Thirty Dollars (\$10,230.00).

The annual cash and annuity and 457 components from July 1, 2021 – June 30, 2022 shall be One Hundred Eighty-Three Thousand Two Hundred and Sixty-Two Dollars (\$183,262.00) and Twenty-Six Thousand (\$26,000.00) and Twenty-Six Thousand (\$26,000.00).

The annual cash and annuity and 457 components from July 1, 2022 - June 30, 2023 shall be One Hundred Eighty-Six Thousand Nine Hundred and Twenty-Seven Dollars (\$186,927.00) and Twenty-Six Thousand (\$26,000.00) and Twenty-Six Thousand (\$26,000.00).

Any adjustment in salary and or annuity 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.

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.

a) Sick Leave: The Board of Education shall provide the Superintendent with eighteen (18) sick days per fiscal year for personal illness of the Superintendent. The Board agrees that the Superintendent begins this contract with 220 sick days accumulated from her prior service. Such sick days shall be credited to the Superintendent at the beginning of each contract year. Sick days

shall be cumulative to a maximum of two hundred twenty (220) days. Unused sick days shall be paid upon retirement under the State Teachers Retirement Board or death for unused accumulated sick leave at the rate of 2% per year of total service with the Board for the first twenty (20) years of service and 1 and 1/2% per year of service beyond twenty years; maximum payment shall be 65% of accumulated sick leave. Payment shall be included in the member's final paycheck or any other reasonable option mutually agreeable to the Board and the Superintendent at a rate of compensation equal to the highest per diem salary rate of the Superintendent during any year of service to the system.

B. The Superintendent shall have the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Last working day before Christmas
Memorial Day	Christmas Day
Independence Day	Next regular work day after Christmas
Labor Day	

C. Personal Days: The Board shall provide the Superintendent annually with five (5) personal business days to be used at her discretion for pressing personal business that cannot be conducted outside of business hours.

D. Vacation: The Board shall provide the Superintendent with 27 vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to 10 days, provided that the Superintendent may not accumulate more than 27 days in addition to the annual vacation entitlement. Subject to limitations above, upon termination of this Agreement the Superintendent will be paid for unused

vacation days at the daily rate of 1/220th of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.

E. Health and Dental Insurance Benefits:

The Superintendent shall have the right to enroll herself, her spouse and her eligible dependents in the health and dental insurance plans provided to the district's certified administrators. The Superintendent shall pay, through payroll deduction, the following percentages of the premium costs for such health and dental insurance coverage:

July 1, 2020- 20.0%
June 30, 2021

July 1, 2021- 21.0%
June 30, 2022

July 1, 2022- 21.0%
June 30, 2023

F. Life Insurance: The Board shall provide term life insurance for the Superintendent in the amount of two and one-half (2.5) times the annual salary of the Superintendent. The Board shall pay the premium for a long-term disability insurance policy for the Superintendent to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Agreement after a 180-day qualifying period as may be provided for and in accordance with any such policy as may be obtained by the Superintendent.

G. Retiree Benefits

a) Life Insurance

Upon retirement, a member may retain the above life insurance coverage by payment to the Board of the group rate premium.

Within the age limitations, health limitations and dollar amount limitation provided by the Board's group life insurance carrier, an administrator, at the time of retirement, in accordance with Connecticut General Statutes §et seq., may elect to purchase post-employment life insurance coverage from the Board's life insurance carrier. Under no circumstances shall failure by the Board of Education's group life insurance carrier to provide or extend coverage under this Article cause the Board of Education to assume any insurance obligation.

b) Retiree Health Insurance

(i) Eligibility

- I. Must be in active employment as the full time Superintendent in the New Britain Public Schools for three (3) or more years, and or worked in the New Britain Public School System for eight (8) or more years of continued service as Superintendent or administrator.
- II. He/she is eligible to receive a normal/early retirement benefit pursuant to the Connecticut Teachers Retirement system (Connecticut General Statutes 10-183F).

(ii) Benefits

Once the Superintendent is deemed eligible to participate under this plan he/she will be eligible to participate in the current health insurance programs listed under Section 7.1(a) above. Once the Superintendent meets the requirements for this benefit outlined in Section 7:1(a) above and 100% of the cost will be paid for by the Board for a period of two (2) years after the effective date of the Superintendent's retirement. The Superintendent may cover his/her eligible dependents under this provision. The Board will pay 100% of the cost, up to a maximum of \$15,000 per year, for the cost of the Superintendent's benefits for three (3) additional years, but not past age 65.

- c) Upon death, his/her enrolled dependents may continue to receive the above-described medical insurance coverage in accordance with COBRA.

- 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 Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.
- I. Transportation: The Board agrees to provide the Superintendent with a monthly stipend of \$500.00 to reimburse the Superintendent for her travel expenses incurred in the performance of her duties under this Agreement.
- J. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his; her professional duties.
- K. The Superintendent shall be provided and/or reimbursed for a cell phone, laptop computer and any other required items for the management of the Superintendent's Office.
- L. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators and the Regional Area Superintendents' Association. 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.

7. 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 evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, student achievement, administrative evaluations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall follow the CAFE/CAPSS leadership team evaluation tool.

8. Evaluation

The Board shall set annual goals for the Superintendent by July of each year. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with her in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

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 her performance as to such matters. Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

9. Professional Meetings

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

10. Outside Professional Activities

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

11. 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.

D. 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.


E. 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.

- F. 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 insurance benefits provided in this Agreement.


12. 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.


Nancy Sarra
Superintendent of Schools

Date: 4/7/2021


Merrill Gay
New Britain Board of Education,
Chairperson

Date: 4/5/21