

**AGREEMENT**  
**BETWEEN**  
**THE LEBANON BOARD OF EDUCATION**  
**AND**  
**THE SUPERINTENDENT**

**JULY 1, 2022 TO JUNE 30, 2025**

**LEBANON PUBLIC SCHOOLS**  
**SUPERINTENDENT'S CONTRACT (2022-2025)**

Subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, it is hereby agreed by and between the Lebanon Board of Education (hereinafter the "Board") and Andrew Gonzalez (hereinafter the "Superintendent"), that the Board does hereby employ Andrew Gonzalez as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Andrew Gonzalez hereby accepts such employment, upon the terms and conditions hereinafter set forth.

**1. CERTIFICATION/CONDITIONS:**

As a conditions precedent to this Agreement taking full force and effect, the following conditions shall be satisfied:

- 1) the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling him to serve as Superintendent;
- 2) the Connecticut Commissioner of Education shall approve the Superintendent's appointment in accordance with Section 10-157 of the Connecticut General Statutes; and
- 3) the Superintendent shall complete all statutory requirements concerning the hiring of Board of Education employees in a satisfactory manner.

Failure to satisfy these conditions shall make this Agreement null and void.

Further, should the Superintendent's certification to serve as Superintendent 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. 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. He has the general authority to act at his discretion, subject to later approval by the Board, upon all emergency matters and those as to which his powers and duties are not expressly limited. 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.

The Superintendent or his designee as approved by the Board shall attend all meetings of the Board 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. OUTSIDE PROFESSIONAL ACTIVITIES**

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations provided such activities do not interfere with his responsibilities as Superintendent, and provided that the Superintendent notifies the Board Chair prior to engaging in such activities.

### **4. TERM**

This Agreement shall become effective on or after July 1, 2022, and shall remain in effect through and including June 30, 2025.

- A. Prior to the end of each year of this agreement, the Board shall meet to consider a new agreement. At least three (3) months prior to the end of each year of this agreement the Superintendent shall notify the Board of this contractual requirement and shall provide the Board with a copy of this contract clause. The Board shall vote on a new agreement only after the completion of the evaluation process under this contract.
- B. In the event that the Superintendent is hired for a new three-year term, the time remaining under the old contract shall be incorporated into the new contract and a three-year contract of employment shall be executed by the parties to supersede this Agreement. At no time shall the Superintendent be under contract or contracts to the Board for a period greater than three (3) years.
- 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.

### **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.

- A. For the 2022-23 fiscal year, the annual base salary of the Superintendent shall be the sum of (a) one hundred seventy-eight thousand dollars (\$178,000) paid in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of five thousand dollars (\$5,000) 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. The annual base salary for any subsequent fiscal 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.
- C. Base salary for a partial fiscal year of service shall be pro-rated. For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from his salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified above.

## **6. BENEFITS**

- A. Sick Leave: The Superintendent shall accrue sick leave at the rate of twenty (20) days for each completed year of this Agreement, accumulative to two hundred ten (210) days.
- B. Life Insurance: The Board shall provide the Superintendent with a three hundred fifty thousand (\$350,000) dollar group term life insurance policy for the Superintendent and will pay the full annual premium for this insurance.
- C. Vacation Days: The Superintendent shall be entitled to twenty-five (25) days of paid vacation in each year of this contract. The Superintendent may accrue ten (10) unused vacation days to be paid out June 30<sup>th</sup> of the year. The ten (10) unused vacation days will be paid at a per diem rate of 1/260 of the Superintendent's then base salary. The Superintendent shall not be entitled to payment for any other unused leave or vacation days.
- D. Holidays: The Superintendent will be provided the same paid holidays as set forth in the collective bargaining agreement between the Board and the Lebanon Administrators' Association.

- E. Travel/Expenses: The Superintendent shall receive a stipend of Two Hundred Twenty-five dollars (\$225) per month for reimbursement of travel and personal expenses.
- F. Personal Days: The Superintendent shall be entitled to eight (8) personal days during each annual term of this contract period for personal business or emergencies which cannot be conducted outside of work time. He shall notify the Board Chair prior to using personal days.
- G. Bereavement Leave: The Superintendent shall be entitled to absence without loss of pay and without deduction from sick leave accumulation for a maximum of five (5) days in each year of this contract in the event of deaths of family or friends.
- H. The Board shall pay the Superintendent's annual fees and dues to the American Association of School Administrators and the Connecticut Association of Public School Superintendents. The Board may pay the fees and dues of other professional associations as requested by the Superintendent and approved by the Board.
- I. The Board shall offer health insurance coverage for the Superintendent and his family during the term of this contract under the same group health and/or dental insurance plans and provisions (or substantially equivalent plans from any alternative carriers) that is currently provided to members of the Lebanon Administrators' Association. To the extent allowed by law, including the rules and regulations of the Internal Revenue Service, and independent of the requirement that the Superintendent contribute to the cost of insurance benefits, the Superintendent shall be eligible to participate in the Board's Section 125 Plan.
- J. Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carriers(s). 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.
- K. Disability: The Board will provide up to \$1,000 annually for the Superintendent to purchase disability insurance.

## **7. EVALUATION FORMAT**

The Board shall evaluate and assess in writing the performance of the Superintendent 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 a rating system both as to overall performance and the specific criteria set forth in the evaluation format.

## **8. EVALUATION**

The Board, in executive session, shall evaluate the Superintendent no later than May 31<sup>st</sup> of each year of this Agreement, unless otherwise agreed between the Board and the Superintendent. In the event the Board determines under the evaluation format that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail said deficient performance indicating specific examples where appropriate. 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. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated the Superintendent's performance to be deficient, in whole or in part, or has made recommendations as to areas of improvement, the Board Chair shall appoint a committee of not less than two (2) members of the Board to meet in executive session with the Superintendent in an effort to assist him in improving his performance. Said committee shall report in writing to the Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) days of such meeting with the Superintendent.

Thereafter, the Board may continue the committee and require additional reports when necessary.

At the first meeting to be held during the evaluation period, the Superintendent shall provide the Board this contract clause.

Notwithstanding anything in this section to the contrary, the provisions of Section 10 ("Termination") shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

## **9. TERMINATION**

A. The parties may, by mutual consent, terminate the contract at any time.

- B. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety (90) calendar days, except that the ninety (90) calendar day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
  - (1) Inefficiency, incompetence or ineffectiveness;
  - (2) Insubordination against reasonable rules of the Board;
  - (3) Moral misconduct;
  - (4) Disability as shown by competent medical evidence; or
  - (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 contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) calendar 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) calendar days after receipt of such request. The Board shall render its decision within fifteen (15) calendar 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 written 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 frights of the Superintendent as otherwise provided in this Agreement.

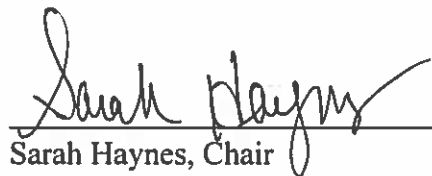
#### **10. GENERAL PROVISIONS**

- 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,

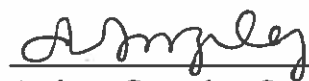
terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.

- B. This agreement contains the entire agreement between the parties. IT may not be amended orally but may be amended only 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.
- D. The signatories to this Agreement represent and warrant that they are duly authorized to enter into this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. The parties further acknowledge that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or signature via DocuSign or other similar electronic signature program.

IN WITNESS WHEREOF, the undersigned have executed this contract on the day and year set forth below.

  
\_\_\_\_\_  
Sarah Haynes, Chair  
Lebanon Board of Education

6/17/22  
Date

  
\_\_\_\_\_  
Andrew Gonzalez, Superintendent  
Lebanon Public Schools

6-17-22  
Date