

AGREEMENT

It is hereby agreed by and between the Board of Education of the City of New Britain (hereinafter referred to as the "Board") and Nicole D. Sanders (hereinafter referred to as the "Assistant Chief Talent Officer"), that the Board does hereby employ Nicole D. Sanders as Assistant Chief Talent Officer, and that Nicole D. Sanders 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 Assistant Chief Talent Officer shall possess and maintain Connecticut State Certification as an Intermediate Administrator (092). Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate, this Agreement shall terminate immediately by its terms.

2. Duties

The Assistant Chief Talent Officer will assist in the oversight of the talent management function for the district by recruiting, retaining, and developing diverse, high-quality employees, leaders, and educators.

3. Term of Agreement

The term of said employment is from July 25, 2017 through June 30, 2020. The Assistant Chief Talent Officer and the Board agree they shall adhere to the following procedures to extend the Assistant Chief Talent Officer'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 third year of this agreement, the Board shall vote for a new agreement. At least three months prior to June 30, 2020, the Assistant Chief

Talent Officer shall notify the Board that her contract is about to expire and shall provide the Board this contract clause.

- B. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 7 entitled "Termination of Agreement" shall take precedence and the Assistant Chief Talent Officer'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 Chief Talent Officer 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 Assistant Chief Talent Officer's base annual salary for the contract year ~~2016-2017~~ ^{2017/18} shall be (a) a cash component of one hundred fifty-three thousand dollars (\$153,000.00) paid in equal bi-weekly payments (the "cash component"); and (b) an additional amount equivalent to two percent (2%) of the base annual salary (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 Assistant Chief Talent Officer will arrange to have an elective deferral deducted from the Assistant Chief Talent Officer'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 Assistant Chief Talent Officer's choice and/or into a 403(b)(7) custodial account of the Assistant Chief Talent Officer's choice under the 403(b) plan available to Board employees in accordance with Section 403(b) of the Code.

The annual base salary for subsequent years of this Agreement shall increase by two percent (2%) each year. The annualized base salary amounts set forth in this Agreement shall be pro-rated for any partial year of service as Assistant Chief Talent Officer.

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 Assistant Chief Talent Officer or an extension of the termination date of the existing contract.

6. **Fringe Benefits**

- A. The Board shall provide the Assistant Chief Talent Officer with eighteen (18) sick days annually. Sick leave for a partial year of service shall be pro-rated. The Assistant Chief Talent Officer shall be paid at the per diem rate of 1/220th of annual salary for 25% of the balance of unused sick leave provided the Assistant Chief Talent Officer has completed working two (2) years as the Assistant Chief Talent Officer.
- B. The Board shall provide the Assistant Chief Talent Officer with twenty-seven (27) vacation days annually, with such days to be taken during the year in which they are earned. Vacation for a partial year of service shall be pro-rated. Subject to limitations above, upon termination of this agreement the Assistant Chief Talent Officer will be paid for unused vacation days at the per diem rate of 1/220th of annual salary times the number of accumulated days, not to exceed ten (10) days. In the event of death, unused and accrued vacation pay will be paid to the Assistant Chief Talent Officer's estate. The Assistant Chief Talent Officer will be allowed to carryover seven (7) vacation days annually.

- C. The Assistant Chief Talent Officer shall have the holidays on which the Board offices are closed.
- D. The Board shall provide the Assistant Chief Talent Officer annually with four (4) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of work hours. Personal days shall be pro-rated for a partial year of service.
- E. The Board shall provide the Assistant Chief Talent Officer with the same health insurance coverage and options as are provided to the school district administrators' bargaining unit. The Assistant Chief Talent Officer shall contribute toward the cost of health insurance the same proportion as is required of the administrators' bargaining unit members.
- F. The Board shall provide the Assistant Chief Talent Officer with term life insurance equal to three (3) times base salary during the term of this Agreement.
- G. The Assistant Chief Talent Officer shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties.
- H. The Board shall provide the Assistant Chief Talent Officer with a monthly stipend of \$150.00 to reimburse the Assistant Chief Talent Officer for her travel expenses incurred in the performance of her duties under this Agreement. For use of her own automobile outside of the state on school business, she shall be reimbursed at the IRS reimbursement rate on vouchers submitted by her.
- I. The Assistant Chief Talent Officer shall be provided and/or reimbursed for a cell phone, laptop computer and any other required items for the management of the Assistant Chief Talent Officer's Office.

- J. The Assistant Chief Talent Officer will inform the Chief Talent Officer in the event she needs to use sick leave, and provide an estimate of the duration of such leave, to the extent she is able.
- K. Vacation leave, personal leave, or absence from the district for professional commitments of one full day or more shall be coordinated in advance with the Chief Talent Officer.
- L. 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 Chief Talent Officer.

7. **Termination of Agreement**

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Assistant Chief Talent Officer shall be entitled to terminate this Agreement voluntarily 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 Chief Talent Officer, 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 Assistant Chief Talent Officer unable to carry out the essential functions of the Assistant Chief Talent Officer's position, as shown by competent medical evidence;
 - (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 Assistant Chief Talent Officer'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 this Agreement for one of the above reasons, it shall serve on the Assistant Chief Talent Officer 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 Assistant Chief Talent Officer 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 Chief Talent Officer, setting forth the reasons and evidence for its decision. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in public, at the option of either the Board or the Assistant Chief Talent Officer. The Assistant Chief Talent Officer shall have the right to her own counsel at her own expense. Any time limits established herein may be waived by mutual agreement of the parties.

- F. Nothing herein contained shall deprive the Board of the power to suspend the Assistant Chief Talent Officer from duty immediately when serious misconduct is alleged without prejudice to the rights of the Assistant Chief Talent Officer as otherwise provided in this Agreement.
- G. If the Assistant Chief Talent Officer 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.

8. **Outside Professional Activities**

The Assistant Chief Talent Officer may undertake with prior approval of the Superintendent consulting work, provided such activities do not interfere with her responsibilities as Assistant Chief Talent Officer.

9. **General Provisions**

- A. If any of the provisions, terms or clauses of this Agreement is 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. Upon signing, 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.



Nicole D. Sanders, Ph.D.
Assistant Chief Talent Officer

Date: 7.25.17



Nicholas Mercier
New Britain Board of Education,
Chairperson

Date: 7.28.17