

EMPLOYMENT AGREEMENT

BETWEEN

CITY OF WATERBURY

AND

DR. VERNA RUFFIN

SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education for the City of Waterbury, acting by and through the Mayor of the City of Waterbury, duly authorized (hereinafter referred to as the "Board") and Dr. Verna Ruffin (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Dr. Verna Ruffin as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. § 10-157, and that Dr. Verna Ruffin hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. CERTIFICATION

Dr. Ruffin shall obtain certification from the Connecticut State Department of Education to serve as Superintendent of Schools within the statutory period required pursuant to Connecticut General Statutes. The Superintendent shall thereafter obtain recertification and maintain appropriate certification at all times during the remaining term of this Agreement.

2. DUTIES

The Superintendent shall serve as the chief executive officer of the Board. The role of the Superintendent is to ensure that Board policies and federal, state and local laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal, state and local 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

- A. This Agreement shall take effect on July 9, 2018, and shall remain in effect through and including July 8, 2021.
- B. Prior to the end of the first year of this agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- C. Prior to the end of the second year of this 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.
- D. Anything in this Paragraph to the contrary notwithstanding, the provisions of the Paragraph entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said Paragraph 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

A. As used in this agreement, the term “year” and “contract year” shall be defined as the fiscal year, which begins on July 1 and ends on June 30. The Superintendent’s Total Basic Compensation shall be pro-rated for partial years of service as Superintendent. In no event shall the Superintendent’s annual salary exceed the then current salary range for said position.

i. For the period July 9, 2018 through June 30, 2019, the Superintendent shall be paid Total Basic Compensation in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) and shall be paid in 26 equal installments in each fiscal year.

ii. For the period July 1, 2019 through June 30, 2020, the Superintendent shall be paid Total Basic Compensation in the amount of Two Hundred Thirty Thousand Dollars (\$230,000).

iii. For the period of July 1, 2020 through June 30, 2021, the Superintendent shall be paid Total Base Compensation in the amount of Two Hundred Thirty Five Thousand Dollars (\$235,000.00).

B. For the purpose of reporting the Superintendent’s salary for a particular contract year to the Connecticut Teachers’ Retirement System (TRB), the Board shall include the full amount of the Superintendent’s Total Basic Compensation, which includes the sum of the amounts specified in Paragraphs (5A), Basic Compensation, and Paragraph (6), Annual Performance Bonus, in the amount paid as set forth below. The amount reported and any subsequent benefits that may be paid to the Superintendent by the TRB, shall be determined

solely by the TRB and in accordance with the terms and provisions of the TRB Plan as it may change from time to time. The Board makes no representations with regard to the Superintendent's benefits thereunder.

6. ANNUAL PERFORMANCE BONUS

The Superintendent may be eligible for a \$5,000.00 bonus in each of the three years of this Agreement if she achieves goals specifically identified in a strategic plan developed by the Superintendent and approved by the Board. The Performance Bonus shall be considered Total Basic Compensation for the year that it is granted as provided in Paragraph 5B above.

7. FRINGE BENEFITS

A. Sick Leave

- i. The Superintendent shall be credited with one and one quarter (1 ¼) days of sick leave for each month of completed service under this Agreement.
- ii. Unused sick leave may be accumulated without limitation.
- iii. Upon full normal retirement pursuant to the Connecticut State Teachers' Retirement System or death or retirement as defined herein, the Superintendent or her estate will be paid 60% of her then accumulated sick leave, but in no event shall such payment exceed 100 days valued at her then existing per diem rate of pay.
- iv. For the purpose of this Paragraph, the Superintendent shall be deemed to have retired if she resigns from employment with the City after attaining ten (10) years of service with the City.

- v. If the City or Board terminates the Superintendent pursuant to Paragraph 10c of this agreement, she shall not be entitled to this benefit. A resignation submitted during termination proceedings shall not be effective until accepted by the City.

B. Vacation

- i. The Board shall provide the Superintendent with twenty-five (25) days of vacation per contract 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 number of vacation days shall be pro-rated for any partial years of service as Superintendent. Unused vacation days shall be accumulated with no limit.
- ii. The Superintendent shall provide notice of her intention to take vacation within a reasonable time prior to the desired vacation dates. The President of the Board or the Board's designee may deny the proposed vacation dates based upon the legitimate needs of the district, as determined by the Board President or designee. Approval of vacation requests shall not be unreasonably withheld and denials will be stated in writing within a reasonable time prior to the scheduled vacation.
- iii. Upon separation for any reason, all accumulated vacation time shall be paid to the Superintendent or her estate at 100% of the then effective per diem rate of pay as of the date of separation from employment. The City shall make such payment not later than the next regularly scheduled paycheck following the effective date of separation.

C. Personal Leave

- i. The Superintendent may be granted five (5) leave days per contract year for necessary personal business which cannot be transacted other than during working hours or for the observance of religious holidays. The number of personal leave days shall be pro-

rated for any partial years of service as Superintendent. Necessary personal leave shall be non-cumulative. Except in the case of an emergency, the Superintendent must request permission from the Board President to take such leave at least twenty-four (24) hours in advance.

D. Funeral Leave

- i. In each instance encountered, the Superintendent shall be granted leave without the loss of pay, to be called Funeral Leave, in the event of a death in her immediate family. Such leave shall be taken between the day of death and day of burial, except that in no event shall such leave be more than three (3) work days commencing with the day of death. For purposes of this Paragraph, "immediate family" shall include the following: spouse, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, step parents, step children, or any foster parent/child or any relative domiciled in the Superintendent's household.
- ii. In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the Superintendent's home who shall be considered immediate family) of the Superintendent, one (1) day of funeral leave with pay, if necessary to attend the funeral of such relative shall be granted to the Superintendent. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include within their meaning, the spouse of a blood related aunt or uncle.
- iii. In no event shall the Superintendent be paid funeral leave for days upon which she is not scheduled to work.

- iv. If a death should occur in the "immediate family" outside of the State, the Superintendent may use up to three (3) personal days in addition to the above. If personal days have been exhausted, the Superintendent may use up to three (3) sick days.
- v. The Board has the right to require documentation in order to determine eligibility for funeral leave.

E. Retirement Benefits

- i. The Superintendent shall be entitled to participate in the City's Pension System.
- ii. The Superintendent shall be entitled to participate in the City's Defined Contribution Retirement Plan as is available to Department Heads with a three (3) year employment contract pursuant to the 401(a) plan. (i.e. the participant contributes 5% of participant's compensation and the City contributes 5% of the participant's contribution).
- iii. The Superintendent shall be entitled to participate in the City's 457(b) Deferred Compensation Plan, as such plan may change from time-to-time.
- iv. Under no circumstances will the total amount of contributions made by or on behalf of the Superintendent exceed the maximum amount permitted under §415 or 402(g) of the Internal Revenue Code.

F. Health Benefits

- i. The Superintendent shall pay the same premium cost share as active employees are required to pay pursuant to the S.A.W. collective bargaining agreement or any successor agreement, as such may change from time-to-time. Notwithstanding any provisions of Conn. Gen. Stat. Paragraph 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected

shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. Paragraph 10-183t.

- ii. If the Superintendent is eligible for Medicare at any time and wishes to continue to receive health insurance coverage from the City, she must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare Part A and Part B. The City will provide access to a Medicare supplement plan, and the Superintendent shall be responsible for 20% of the cost of this supplement plan. The Superintendent may enroll her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 20% of the applicable cost of the plan. The Superintendent may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.
- iii. The Superintendent shall not be entitled to retiree health insurance benefits.

G. Life Insurance

- i. The City shall provide, without charge to the Superintendent, life insurance benefits in an amount equal to two (2) times the Superintendent's salary component of the Total Basic Compensation (see Paragraph 5.A.1), rounded to the next higher \$1000, if not already a multiple thereof, to a maximum of \$500,000 when combined with the Optional Life elected benefit or the greater of the amount that does not exceed the rules of the life insurance plan in which the City participates.
- ii. The City reserves the right to change carriers or plans provided the coverage amounts remain the same.

- iii. Guaranteed Issue Amount means an amount of insurance for which the carrier does not require Proof of Insurability.
- iv. In addition to the life insurance provided above, the Superintendent may purchase, at her cost, supplemental life insurance coverage equal to an amount not to exceed the Superintendent's base salary, rounded up the nearest \$1.00.
- v. The City shall provide and pay for accidental death and dismemberment coverage in an amount Equal to 2 times the Superintendent's Total Basic Compensation (see Paragraph 5.A.1), rounded to the next higher \$1,000, if not already a multiple thereof. The maximum AD&D benefit is \$500,000. Basic Accidental Death and Dismemberment insurance Coverage is 24 hour coverage.

H. Travel Accident Insurance

The Board shall provide the Superintendent with Travel Accident Insurance with twenty-four (24) hour coverage in the amount of \$100,000.00.

I. Professional Expenses

The Superintendent may be reimbursed for out-of-pocket expenses incurred in the performance of her professional duties, which include but are not limited to reimbursement for professional activities, dues, courses, and reasonable travel, in accordance with City of Waterbury purchasing and reimbursement policies, as such may be amended from time to time.

The Board shall further pay all dues in any professional societies, or associations of which the Superintendent is a member including but not limited to AASA, Connecticut Superintendent Organizations, and the Chamber of Commerce. The Board desires and expects the Superintendent

to be actively engaged in the community and shall pay her membership and related fees to participate in civic, business and service organizations,

J. Flexible Spending Account

The Superintendent shall be entitled to participate in the City's Flexible Spending Account set up pursuant to Paragraph 125 of the I.R.S. Code.

K. Relocation Expenses

The Superintendent shall be entitled to the total sum of \$2,500 in her first year of employment with the City as Relocation Expenses.

L. Transportation and Automobile Entitlement Expenses

The Superintendent shall receive an automobile allowance of Four Hundred (\$400) per month for use of her personal vehicle. In addition to this monthly automobile allowance, she will be allowed to fuel at a City of Waterbury fueling location, at no cost to her. The Superintendent shall provide to the Risk Manager (or designee) a copy of a Certificate of Insurance covering said private automobile indicating amount of coverage for bodily injury liability in the amount of at least \$100,000 per person and \$300,000 per occurrence or a combined limit of \$300,000. The insurance certificate shall indicate that the vehicle is being used for employment and/or business and shall be maintained in good standing at all times during the term of this contract.

8. EVALUATION FORMAT

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this contract. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question and the Superintendent's performance of the other elements of her duties as set forth in Paragraph 2 of this Agreement. The

evaluation format established by the Board shall provide for an assessment as to the overall performance and as to the specific criteria set forth in the evaluation format of this contract.

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. In any event, the Board shall adopt an evaluation format on or before July 1 of each year of this agreement. In addition, the Board shall provide the Superintendent with informal feedback on her performance in December of each year of this contract, in an Executive Session called for this purpose.

9. EVALUATION

The Board in executive session shall evaluate the Superintendent no later than 90 days but not less than 30 days prior to the expiration of each year during the term of this contract. 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 July 1st of each contract 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 September 1st of each contract 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 1st of each contract year of this Agreement.

10. 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) 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 between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

In the event that the Superintendent should desire to terminate this agreement for any reason prior to its expiration date, she shall give written notice to the Board of such intent at least 90 days prior to the effective date of such voluntary termination. In the event of such termination, the Superintendent shall have no right or entitlement to any severance pay and shall be entitled to the salary and benefits unpaid through the effective date of termination.

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 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 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.

11. 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, and further provided that such activities are conducted within the limits of available accumulated leave time.

12. GENERAL PROVISIONS

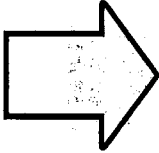
- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall 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 and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

The Board and the Superintendent irrevocably agree that any action at law, suit in equity, or other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted only in the courts of the County of New Haven, Judicial District of Waterbury, State of Connecticut or in any Connecticut federal court of competent jurisdiction.

THE CITY OF WATERBURY



Verna J. Ruffin
Dr. Verna Ruffin
Superintendent of Schools

Date July 25, 2018

Neil M. O'Leary
Neil M. O'Leary
Mayor

Date 7/25/18



APPROVED AS TO FORM:

Office of Corporation Counsel