

## 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 Shuana K. Tucker (hereinafter referred to as the "Chief Talent Officer"), that said Board in accordance with its action on March 4, 2019, has a does hereby employ Shuana K. Tucker as Chief Talent Officer, and that Shuana K. Tucker hereby accepts such employment, upon the terms and conditions hereinafter set forth.

### **1. Certification**

As a condition precedent to this Agreement taking force and effect, the Chief Talent Officer shall and present a valid and maintain a 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 Chief Talent Officer will lead 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 1, 2019 through June 30, 2022. The 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, 2022, the 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 Chief Talent Officer's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

#### **4. Salary**

- A. The annual base salary of the Chief Talent Officer for the contract year **2019-2020** will be the sum of (a) **\$157,080** in periodic payments in accordance with the established pay dates for the school district, plus (b) an additional amount of **\$3,927** to be paid to the Chief Talent Officer in substantially equal installments during the contract year as to which the amount the Chief Talent Officer 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 the contract year **2020-2021** will be **\$160,222 plus \$4,006** as an elective deferral. 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 or an extension of the termination date of the existing contract.
- C. The annual base salary for the contract year **2021-2022** will be **\$163,426 plus \$4,086** as an elective deferral. 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 or an extension of the termination date of the existing contract.

#### **5. Fringe Benefits**

- A. The Board shall provide the Chief Talent Officer with eighteen (18) sick days annually. The Chief Talent Officer shall be paid at the per diem rate of 1/220<sup>th</sup> of annual salary for 25% of the balance of unused sick leave provided the Chief Talent Officer has completed working three (3) years as the Chief Talent Officer.
- B. The Board shall provide the 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 Chief Talent Officer will be paid for unused vacation days at the per diem rate of 1/220<sup>th</sup> 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 Chief Talent Officer's estate.
- C. The Chief Talent Officer shall have the holidays on which the Board offices are closed.

- D. The Board shall provide the 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.
- E. The Board shall provide the Chief Talent Officer with the same health insurance coverage and options as are provided to the school district administrators' bargaining unit. The 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 Chief Talent Officer with term life insurance equal to three (3) times base salary during the term of this Agreement.

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 Talent Officer in the New Britain Public Schools for three (3) or more years, and worked in the New Britain Public School System for eight (8) or more years of continued service as an 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 Talent Officer is deemed eligible to participate under this plan he/she will be eligible to participate in the current health insurance programs listed under Section 5. E. above. Once the Talent Officer meets the requirements for this benefit outlined in Section 5. E. above and 50% of the cost will be paid for by the Board for a period of two (2) years after the effective date of the Talent Officer's retirement. The Talent Officer may cover his/her eligible dependents under this provision. The Board will pay 50% of the cost, up to a maximum of \$7,500 per year, for the cost of the Talent Officer'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. The Chief Talent Officer shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties.

I. The Board shall provide the Chief Talent Officer with a monthly stipend of \$150.00 to reimburse the 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.

J. The 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 Chief Talent Officer's Office.

K. The Chief Talent Officer will inform the Superintendent 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.

L. 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 Superintendent.

M. 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 Chief Talent Officer.

**6. Termination of Agreement**

A. The parties may, by mutual consent, terminate this Agreement at any time.

B. The 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 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 Chief Talent Officer unable to carry out the essential functions of the 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 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 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 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 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 Chief Talent Officer. The 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 Chief Talent Officer from duty immediately when serious misconduct is alleged without prejudice to the rights of the Chief Talent Officer as otherwise provided in this Agreement.

G. If the 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.

**7. General Provisions**

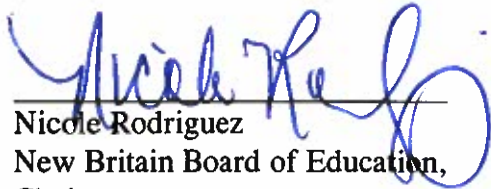
- A. If any of the provisions, terms or clauses of this Agreement is determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall 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.



Date: 3/5/19

Shuana K. Tucker, Ph.D.  
Chief Talent Officer



Date: 03/04/19

Nicole Rodriguez  
New Britain Board of Education,  
Chairperson