

EMPLOYMENT CONTRACT FOR DIRECTOR OF TALENT AND EQUITY

It is hereby agreed by and between the Board of Education of the City of New Britain (hereinafter called the "Board") and **Dr. Nicole D. Sanders** hereinafter called the "Director of Talent and Equity") that the said Board, in accordance with its action on **October 3, 2022**, has and does hereby employ the said Dr. Nicole D. Sanders as Director of Talent and Equity and that Dr. Nicole D. Sanders hereby accepts employment as Director of Talent and Equity upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Director of Talent and Equity shall hold and present a valid and maintain a Connecticut State Certificate as an Intermediate Administrator (092). Failure to provide said certificate shall make this Agreement null and void. Should any certification, this Agreement shall terminate immediately by its terms.

2. DUTIES:

Leads the critical function of talent management of human capital for the Consolidated School District of New Britain. Oversees plans and coordinates all Talent and Equity department operations for the school district. Establishes and maintains a culture of inclusion that is committed to embracing our diversity as a strategic opportunity towards leading the district's efforts to build a culture of equity and inclusion for all employees, students, families, and community.

3. TERM:

The term of said employment is from **October 3, 2022** to **June 30, 2025**. The Director of Talent and Equity and the Board agree they shall adhere to the following procedures to extend the Director of Talent and Equity'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 second year of this agreement, the Board shall vote for a new agreement. At least three months prior to **June 30, 2025**, the Director of Talent and Equity 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 6 shall take precedence and the Director of Talent and Equity's employment may be terminated under the provisions of said section.

4. BASE SALARY:

- A. The annual base salary of the Director of Talent and Equity for the contract year **2022-2023** will be the sum of (a) **\$160,000** in periodic payments in accordance with the established pay dates for the school district, plus (b) an additional amount of **\$3,200** to be paid to the Director of Talent and Equity in substantially equal installments during the contract year as to which the amount the Director of Talent and Equity 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 she 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.

- C. The annual base salary for the contract year **2023-2024** will be **\$163,200 plus \$3,264 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.

- D. The annual base salary for the contract year **2024-2025** will be **\$166,464 plus \$3,329 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.

- E.

5. FRINGE BENEFITS:

- A. The Board shall provide the Director of Talent and Equity with 18 sick days annually, cumulative to 220 days. The Director of Talent and Equity shall be paid at the per diem rate of 1/220th for 25% of the balance of unused sick leave, upon retirement, provided the Director of Talent and Equity Officer has completed working (3) years as a central office administrator.

- B. The Board shall provide the Director of Talent and Equity 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 Director of Talent and Equity may carry over up to 10 days, provided that the Director of Talent and Equity may not accumulate more than 27 days in addition to the annual vacation entitlement. Vacation for a partial year of

service shall be prorated. Subject to limitations above, upon termination of this Agreement the Director of Talent and Equity 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 Director of Talent and Equity's estate.

- C. The Director of Talent and Equity shall have the holidays on which the Board offices are closed.
- D. The Board shall provide the Director of Talent and Equity annually with 4 personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of normal work hours.
- E. The Board shall provide the Director of Talent and Equity with the same health insurance coverage and options as are provided to the school district administrators' bargaining unit. The Director of Talent and Equity shall contribute toward the cost of insurance the same as is required of the administrators' bargaining unit members.
- F. The Board shall provide the Director of Talent and Equity with term life equal to 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 Director of Talent and Equity or a previously held central office administrator in the New Britain Public Schools for eight (8) or more years.
- II. 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 Director of Talent and Equity is deemed eligible to participate under this plan she will be eligible to participate in the current health insurance programs listed under Section 5. E. above. Once the Director of Talent and Equity 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 Director of Talent and Equity's retirement. The Director of Talent and Equity may cover 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 Director of Talent and Equity's benefits for three (3) additional years, but not past age 65.

- c) Upon death, her enrolled dependents may continue to receive the above-described medical insurance coverage in accordance with COBRA.
- H. The Director of Talent and Equity shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties.
- I. The Board shall provide the Director of Talent and Equity with a monthly stipend of \$150.00 to reimburse the Director of Talent and Equity Officer for her travel expenses incurred in the performance of his 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 Director of Talent and Equity Officer shall be provided and/or reimbursed technology and any other required items for the management of the Director of Talent and Equity's office.

- K. The Director of Talent and Equity will inform the Superintendent or designee 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 or designee.

6. TERMINATION:

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Director of Talent and Equity shall be entitled to terminate the contract voluntarily upon written notice of sixty days, except that the sixty-day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Director of Talent and Equity, 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 or incompetence;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence;
 - (5) Other due and sufficient cause; and
 - (6) Any other reason as set forth in C.G.S. §10-151(d), as it may be amended, other than elimination of position or loss of position to another.
- 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 Director of Talent and Equity'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 Director of Talent and Equity Officer written notice that termination of his 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 Director of Talent and Equity 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 with fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Director of Talent and Equity. 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 Director of Talent and Equity. Director of Talent and Equity 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.

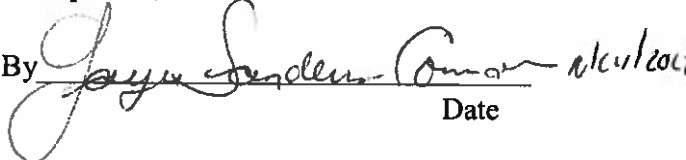
- F. Nothing herein contained shall deprive the Board of the power to suspend the Director of Talent and Equity from duty immediately when serious misconduct is alleged without prejudice to the rights of the Director of Talent and Equity as otherwise provided in this Agreement.
- G. If the Director of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

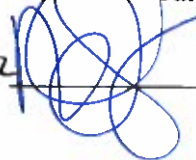
7. GENERAL PROVISIONS:

- A. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.
- B. This contract 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 all prior agreements between the parties.

Gayle Sanders-Connolly
Chairperson, New Britain Board of Education

Dr. Nicole D. Sanders
Director of Talent and Equity

By  _____
Date

 _____ 10.14.22
Date