## THE CONSOLIDATED SCHOOL DISTRICT OF NEW BRITIAN

# EMPLOYMENT CONTRACT FOR DEPUTY SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the City of New Britain (hereinafter called the "Board") and **Ivelise Velazquez** (hereinafter called the "Deputy Superintendent") that the said Board, in accordance with its action on **August 2, 2022**, has and does hereby employ the said Ivelise Velazquez as Deputy Superintendent and that Ivelise Velazquez hereby accepts employment as Deputy Superintendent upon the terms and conditions hereinafter set forth.

## 1. CERTIFICATION:

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

## 2. DUTIES:

In partnership with the Superintendent of Schools, the Deputy Superintendent will lead the general supervision and management of all district operations and programs and assist the Superintendent in translating the vision and mission of the district adopted by the Board of Education into actions, which benefits all students.

### 3. TERM:

The term of said employment is **from October 11, 2022** to **June 30, 2025**. The Deputy Superintendent and the Board agree they shall adhere to the following procedures to extend the Deputy Superintendent'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 Deputy Superintendent shall notify the Board that her contract is about to expire and shall provide the Board with this contract clause.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 6 shall take precedence and the Deputy Superintendent's employment may be terminated under the provisions of said section.

## 4. BASE SALARY:

- A. The annual base salary of the Deputy Superintendent for the contract year 2022-2023 will be the sum of (a) \$171,000 in periodic payments in accordance with the established pay dates for the school district, plus (b) an additional amount of \$4,275 to be paid to the Deputy Superintendent in substantially equal installments during the contract year as to the amount the Deputy 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 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.
- B. The annual base salary for the contract year 2023-2024 will be \$176,130 plus \$4,403 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 2024-2025 will be \$180,093 plus \$4,502 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. BENEFITS:

- A. <u>Pro-ration of Benefits</u>: The number of sick days, vacation days and other leave shall be prorated for any partial years of service as Deputy Superintendent.
  - a. <u>Sick Leave</u>: The Board of Education shall provide the Deputy Superintendent with fifteen (15) sick days per fiscal year for personal illness. Such sick days shall be credited to the Deputy Superintendent at the beginning of each contract year. In addition to the annual allotment, the Board will provide the Deputy Superintendent with a bank of sixty (60) days of sick leave at the beginning of her employment. Sick days shall be cumulative to a maximum of two hundred twenty (220) days. There shall be no payout of unused sick leave either no payout of

unused sick leave either during the Deputy Superintendent's employment or upon separation of employment.

B. The Deputy Superintendent shall have the following paid holidays:

New Year's Day

Columbus Day

Martin Luther King Day

Veteran's Day

President's Day

Thanksgiving Day

Good Friday

Day after Thanksgiving

Memorial Day

Last Working Day before Christmas

Juneteenth

Christmas Day

Independence Day

Next regular work day after Christmas

Labor Day

This list of holidays is subject to change if the Board of Education modifies the paid holidays afforded to other employees.

- C. <u>Personal Days</u>: The Board shall provide the Deputy Superintendent annually with five (5) personal business days to be used at her discretion for pressing personal business that cannot be conducted outside of business hours. Personal days are not cumulative and may not be carried over from year to year.
- D. <u>Vacation</u>: The Board shall provide the Deputy Superintendent with twenty-five (25) 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 Deputy Superintendent may carry over up to five (5) days, provided that the Deputy Superintendent may not accumulate more than ten (10) days in addition to the annual vacation entitlement. Vacation for partial year of service shall be prorated. Subject to limitations above, upon termination of this Agreement the Deputy Superintendent will be paid for unused vacation days at the daily rate of 1/220<sup>th</sup> of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Deputy Superintendent's estate.
- E. The Board shall provide the Deputy Superintendent with the same health insurance coverage and options as are provided to the school district administrators' bargaining unit. The Deputy Superintendent shall contribute toward the cost of insurance the same as is required of the administrators' bargaining unit members.

F. The Board shall provide the Deputy Superintendent 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) <u>Eligibility</u>

- I. Must be in active employment as the full time Deputy Superintendent 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 Statue's 10-183F).

## (ii) Benefits

Once the Deputy Superintendent 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 Deputy Superintendent meets the requirements for this benefit outlined in Section 5. E. Above and 50% of the cost will be paid by the Board for a period of two (2) years after the effective date of the Deputy Superintendent's retirement. The Deputy Superintendent 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 Deputy Superintendent'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 Deputy Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties.
- I. The Board shall provide the Deputy Superintendent with a monthly stipend of \$150.00 to reimburse the Deputy Superintendent 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 Deputy Superintendent shall be provided and/or reimbursed for a laptop computer and any other required items for the management of the Deputy Superintendent's office.
- K. The Deputy Superintendent 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, he 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.

## 6. TERMINATION:

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Deputy Superintendent 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 Deputy 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 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 Deputy

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 the Deputy Superintendent written notice that termination of his contract is under consideration. A written statement of reasons shall accompany such notice. Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Deputy Superintendent 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 such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Deputy Superintendent. The Board's decision shall be based on the evidence presented at the hearing. Such a hearing may be in public, at the option of either the Board or the Deputy Superintendent. The Deputy Superintendent shall have the right to her own counsel, at her own expense. Any time limits established herein may be waived my mutual agreement of the parties.
- F. Nothing herein contained shall deprive the Board of the power to suspend the Deputy Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Deputy Superintendent as otherwise 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

Ivelise Velazquez

Deputy Superintendent

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