

WATERBURY BOARD OF EDUCATION

Special Meeting

Tuesday, November 25, 2025 at 5:00 pm

Chase Building, 236 Grand Street, Room 158, Waterbury, Connecticut

1. *Silent Prayer*

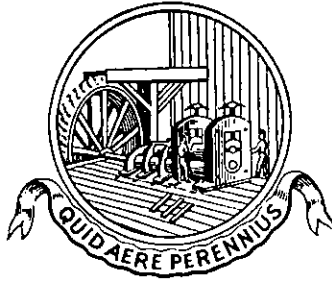
2. *Pledge of Allegiance to the Flag*

3. *Roll Call*

4. *Committee of the Whole*

4.1 Employment Agreement with Dr. Darren Schwartz, Superintendent of Schools.

5. *Adjournment*



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

VIA In-hand and E-Mail
Waterbury Board of Education
Chase Building
236 Grand Street
Waterbury, CT 06702
Cswain@waterbury.k12.ct.us

November 7, 2025

Re: Superintendent's Contract and Notification Pursuant to 10-226

Honorable Board of Education Commissioners:

For your records, enclosed please find the fully executed Employment Contract for Superintendent of Schools, Dr. Darren M. Schwartz. In addition to the Employment Contract for Dr. Schwartz, you will also find notification to the Commissioner of Education as required by Connecticut General Statutes Section 10-226.

Sincerely,

Tara L. Shaw

Tara L. Shaw
Director of Human Resources
Tshaw@waterburyct.org

Cc: Mayor Paul K. Pernerewski, Jr.
Attorney Angela Juliani
Attorney Dan Foster

**EMPLOYMENT AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
DR. DARREN SCHWARTZ
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. Darren Schwartz (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Dr. Darren Schwartz as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. § 10-157, and that Dr. Darren Schwartz hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. CERTIFICATION

At all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

2. DUTIES

The Superintendent shall serve as the chief executive officer of the Board. The Superintendent's duties shall include, but are not limited to, those duties set forth in the Connecticut General Statutes, City of Waterbury Charter and Ordinances as well as in the job specifications for the position, which specifications are attached hereto and made a part hereof as **Appendix A**, and other related duties as may be assigned from time to time. 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 his discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his 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 he 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 his own employment are under consideration. The Superintendent or his designee, as authorized by the Board, shall attend all Board Committee meetings.

3. TERM OF AGREEMENT

- A. This Agreement shall take effect on July 1, 2025 and shall remain in effect through and including June 30, 2028.
- B. Prior to the end of the second 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 third 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 his 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. TOTAL 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 Base Salary 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. The Superintendents annual base salary for the first year of this three-year contract, from July 1, 2025 through June 30, 2026, shall be the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and shall be paid in 26 equal installments in each fiscal year.
- ii. For the period July 1, 2026 through June 30, 2027, the Superintendent shall receive an annual increase of 3.0 % (\$7,500.00) and be paid Base Salary in the amount of Two Hundred Fifty-Seven Thousand Five Hundred Dollars (\$257,500.00).
- iii. For the period of July 1, 2027 through June 30, 2028, the Superintendent shall receive an increase of 3.0 % (\$7,725.00) and be paid Base Salary in the amount of Two Hundred Sixty-Five Thousand, Two Hundred Twenty-Five dollars (\$265,225.00), subject to the salary range for said position supporting the Third Year Base Salary Amount. In the event that the salary range for said position does not support the Base Salary for the Third Year then said Base Salary shall be the top range of the current salary range.

- B. In each contract year, the Superintendent will receive as additional Base Salary a sum equivalent to seven and a half percent (7.5 %) of the base compensation in Paragraph (5A) to be paid to the Superintendent in substantially equal installments during the contract year, as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Section 403(b) Defined Contribution Plan and as permitted under Sections 403(b) of the Internal Revenue Code and subject to deductions required by federal and state law. It shall be the Superintendent's sole responsibility to ensure that such deductions do not exceed legal limitations.
- C. For the purpose of reporting the Superintendent's Total Base salary for a particular contract year to the Connecticut Teachers' Retirement System (TRB), the Board shall include the full combined and total amount specified in Paragraphs (5A) and (5B).

6. ANNUAL PERFORMANCE COMPENSATION PAYMENTS

The Superintendent may be eligible for a Five Thousand Dollar (\$5,000.00) performance incentive payment at the end of each of the three years of this Agreement, if as determined by the Board of Education and the Mayor, he achieves the goals specifically identified in the strategic plan developed by the Superintendent and approved by the Board.

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 his estate will

be paid 60% of his then accumulated sick leave, but in no event shall such payment exceed 100 days valued at his then existing per diem rate of pay.

- iv. For the purpose of this Paragraph, the Superintendent shall be deemed to have retired if he resigns from employment with the City after attaining ten (10) years of service as Superintendent or Interim Superintendent with the City.

If the City or Board terminates the Superintendent pursuant to Paragraph 10c of this agreement, he 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 to the President of the Board or the Board's designee and the Mayor of his intention to take vacation within a reasonable time prior to the desired vacation dates. The President of the Board, the Board's designee or the Mayor may deny the proposed vacation dates based upon the legitimate needs of the district. 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 his 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.

- iv. The Superintendent shall have an annual one-time opportunity per calendar year to request early pay-out of earned accrued vacation time subject to maintaining at least a four-week accrued vacation balance at time of pay-out. Requested early pay-out of accrued vacation time shall be paid out at Superintendent current hourly rate at the time of the request. Additionally, upon payout the Superintendent accrued vacation time balance maintained in the City's Absences Management System would be reduced accordingly. Said requests shall be completed and signed by the Superintendent and approved and signed off on by the Mayor or the Mayor's designee.

C. Personal Leave

The Superintendent may be granted five (5) personal 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 or urgent situation, 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 his 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 he 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 403(b) Defined Contribution Plan, as such plan may change from time-to-time.

- ii. 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.
- iii. 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. Throughout the term of this Agreement, the Superintendent shall be entitled to active employee health benefits (medical, prescription drug and dental) available to employees represented by School Administrators of Waterbury (SAW), pursuant to the plan(s) offered to such employees and subject to all applicable conditions and limitations governing participation and benefits provided hereunder, including but not limited to premium cost sharing, as such may change from time-to-time. Premium cost sharing shall be by payroll deduction with such contributions being made on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code.
- ii. 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 \$1,000, 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. In addition to the life insurance provided above, the Superintendent may purchase, at his cost, supplemental life insurance coverage equal to an amount not to exceed the Superintendent's base salary, rounded up the nearest \$1,000.00.
- iv. The City shall provide and pay for accidental death and dismemberment coverage in an amount equal to two (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.

H. Professional Expenses

- i. The Superintendent may be reimbursed for out-of-pocket expenses incurred in the performance of his 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.
- ii. 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 his 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.

8. EVALUATION FORMAT

The Board shall evaluate, which evaluation shall include input from the Mayor, 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 his 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 1st of each year of this agreement. In addition, the Board shall provide the Superintendent with informal feedback on his 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, which evaluation shall include input from the Mayor. 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.

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.
- C. In the event that the Superintendent should desire to terminate this agreement for any reason prior to its expiration date, he 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.
- D. 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 his own counsel at his own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

12. GENERAL PROVISIONS

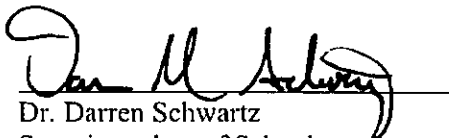
- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall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

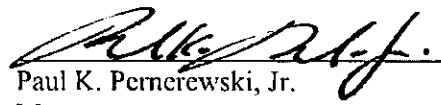
C. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

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

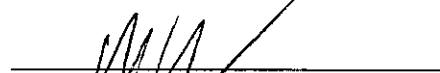

Dr. Darren Schwartz
Superintendent of Schools

Date 09-15-2025


Paul K. Pernerewski, Jr.
Mayor

Date 9/16/2025

APPROVED AS TO FORM:


Office of Corporation Counsel

SUPERINTENDENT OF SCHOOLS

GENERAL STATEMENT OF DUTIES:

Administers school system under direction of the Board of Education.

DISTINGUISHING FEATURES OF THE CLASS:

The Superintendent of Schools is the chief executive officer of the Waterbury Public Schools. In harmony with the policies of the Board of Education, the State laws, And the State Education Commissioner's Regulations, the Superintendent has executive authority over the school system and is responsible for its effective functioning.

EXAMPLES OF WORK: (Illustrative only)

Prepares and submits recommendations to the Board of Education relative to all matters requiring Board Action;
Providing such information and reports necessary to insure the making of informed decisions;
Initiates and provides guidance in the development of policies for Board consideration, and develops administrative rules and procedures to implement Board policies;
Acts on own discretion if action is necessary in any matter not covered by Board policy and reports such action to the Board as soon as practical;
Administers the development, maintenance and evaluation of a positive educational program to meet the needs of the community and carry out the policies of the Board;
Assures that communication from the Board is properly disseminated;
Conducts regular and special studies and prepares periodic and recurring reports as required by the Board;
Studies and revises together with appropriate staff, all curriculums on a continuing basis and suggests changes in programs;
Supervises methods of teaching, supervision and administration in the schools;
Encourages good teaching by raising the standards and interests of the school system;
Recommends teacher appointments to the Board and makes recommendation for other non-teacher appointment according to applicable Civil Service requirements;
Makes assignment and approves transfers of school employees;
Files or causes to be filed, all reports required by Federal and State agencies;
Represents the school system in its relations with other school system, institutions and agencies, community organization and the general public;
Interprets the program of the schools to parents;
Participate in contract negotiations in a support role;
Supervise preparation of the annual budget and submits with supportive evidence;
Does other related work as delegated by the Board of Education.

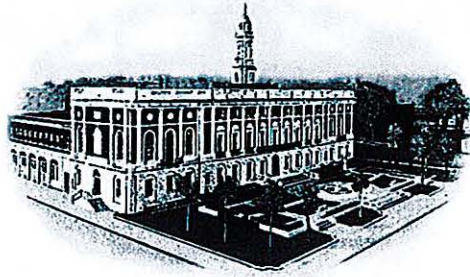
REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Broad knowledge of the theories and practices of school administration, including some knowledge of modern business administration and public administration practices. Thorough knowledge of modern educational theories and practices of instruction, curriculum development, program development and personnel administration as applied to the operation of a school system. Demonstrated ability to plan, organize, supervise, coordinate and evaluate the work of others on a large scale. Ability to provide positive leadership; ability to communicate effectively both orally and in writing. Initiative, resourcefulness and sound judgment in resolving school administrative problems. Has demonstrated ability to handle labor management relations.

REQUIRED EXPERIENCE & TRAINING:

Candidates must have demonstrated leadership ability and be in possession of or eligible for a Connecticut State Certificate for Superintendent of Schools (093). Candidates must have EITHER an earned doctorate in education from an accredited college or university approved by the Connecticut State Department of Education and have three (3) or more years' experience as a central office administrator at the level of Assistant Superintendent of Schools (Waterbury equivalent) or above at a k-12 system OR appropriately certified holding degrees below the doctorate and have five (5) or more years' experience as a central office administrator at the level of Assistant Superintendent of Schools (Waterbury equivalent) or above in a k-12 system. Candidates must have at least five (5) or more years' educational experience as a school based administrator (principal, vice-principal or equivalent) in a large urban school district with more than 10,000 students.

PAUL K. PERNEREWski, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

November 7, 2025

The Hon. Charlene M. Russell-Tucker
Commissioner
Connecticut Department of Education
450 Columbus Boulevard
Hartford, CT 06103

Dear Commissioner Russell-Tucker:

This letter serves as notification, pursuant to Conn. Gen. Stat. § 10-226, that on September 16, 2025, Dr. Darren Schwartz accepted a contract offer of employment as Superintendent of Waterbury Public Schools. Dr. Schwartz resides at 530 Country Club Road in Waterbury and possesses a Superintendent of Schools Certification (093) as well as a Doctorate in Education.

Thank you for your attention to this matter.

Sincerely,


Paul K. Pernerewski, Jr.
Chairman *ex-officio*
Waterbury Board of Education

cc Juanita Hernandez, President
Carrie Swain, Clerk