

EMPLOYMENT AGREEMENT

Between

THE BROOKFIELD BOARD OF EDUCATION AND ITS ASSISTANT SUPERINTENDENT OF SCHOOLS

AGREEMENT entered into this 14th day of June 2019 (hereinafter the "Agreement") by and between the **Board of Education of the Town of Brookfield** (hereinafter the "Board" or "Board of Education") and **Maureen Ruby**, (hereinafter the "Assistant Superintendent").

WITNESSETH:

WHEREAS, the Board has voted to employ the Assistant Superintendent in accordance with the terms and conditions set forth below; and

WHEREAS, the Assistant Superintendent wishes to accept such employment according to the terms hereof;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows:

1. **Duties and Qualifications.** The Assistant Superintendent shall perform all duties and responsibilities incident to the position of the Assistant Superintendent, as set forth and described in the job description(s) concerning the same, consistent with the policies of the Board, the laws of the State of Connecticut and the rules and regulations of the Commissioner of Education, and shall perform such other duties as the Superintendent of Schools and/or Board of Education may require from time to time. The Assistant Superintendent shall perform faithfully the duties of her position and devote sufficient time, skill, labor and attention to those duties during the term of her employment. The Assistant Superintendent shall attend all Board of Education meetings, committee meetings and other meetings as required by the Superintendent of Schools (hereinafter "Superintendent").
2. **Term.** The term of employment of the Assistant Superintendent is from the date this agreement is signed by both parties to June 30, 2022.

Anything in this paragraph to the contrary notwithstanding, the provisions of Section 6 shall take precedence and the Assistant Superintendent's employment may be terminated under the provisions of said section.

3. **Compensation.** The starting total annual base salary of the Assistant Superintendent shall be the sum of the following:
- A. One Hundred Ninety Thousand Three Hundred Dollars and Zero Cents (\$190,300.00) made in bi-weekly installments in accordance with the established pay of the Board, and
 - B. An additional amount of Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00), from which total annual base salary the Assistant Superintendent shall arrange to have a reduction in base salary (elective deferral), on a pre-tax basis, as permitted by applicable provisions of the Internal Revenue Code, the amount of Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00) to a tax sheltered annuity designated by the Assistant Superintendent. It is the intention of the parties that this Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00) be included in the Connecticut State Retirement Board's Retirement Benefits Calculation and the parties agree to make any modifications to this paragraph as may be required by the State Teacher Retirement Board upon subsequent review by that body in order to comply with their requirements, while at the same time effectuating the purpose of the parties herein. The statement of choice for the annuities/account shall be filed annually by the Assistant Superintendent with the Board.
 - C. An additional amount of Four Thousand Five Hundred Dollars (\$4,500) paid on or about June 30th of each year in consideration of her possession of a Doctoral Degree.

The annual base salary, as referenced above, for any subsequent year of this Agreement, shall be negotiated and agreed to by the Board and Assistant Superintendent. If the Assistant Superintendent and the Board are unable to mutually agree as to the Assistant Superintendent's total annual base salary for the subsequent year, the total annual base salary shall continue at the rate in effect for the prior year. Under no circumstances shall the total annual base salary for any subsequent year be less than the total annual base salary for the prior year. Any mutually agreed to adjustment in total annual base salary made during the life of this Agreement shall be made in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Assistant Superintendent; nor will such amendment cause the termination date of the existing contract to be extended.

4. **Evaluation Format.** The Assistant Superintendent shall submit to the Superintendent a recommended format for the written evaluation and assessment of the Assistant Superintendent's performance (hereafter "evaluation format") which the Superintendent, in his/her discretion, may use all or part of in determining the evaluation format. The evaluation format shall be reasonably objective and shall provide for a rating system both as to overall performance and

as to the specific criteria set forth in the evaluation format. The Superintendent and Assistant Superintendent will establish mutually acceptable goals and objectives within a period of not more than ninety (90) days from the initiation of this Agreement. In addition, a six (6) month status review of the Assistant Superintendent's performance and progress towards accomplishment of the goals and objectives will be conducted by the Superintendent.

5. **Evaluation.** The Superintendent shall evaluate the Assistant Superintendent in accordance with the written evaluation and assessment within ninety (90) days, but not less than sixty (60) days prior to the expiration of the each year during the term of this Agreement. In the event that the Superintendent determines, under the evaluation format, the performance of the Assistant Superintendent is deficient in any respect, the evaluation shall describe in writing in reasonable detail indicating specific instances, where appropriate, of said deficient performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Superintendent deems performance to be deficient and all other instances where the Superintendent deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Assistant Superintendent within thirty (30) days of its completion and the Assistant Superintendent shall have the right to make a written reaction or response to the evaluation which shall become a permanent attachment to the Assistant Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Assistant Superintendent, the Superintendent and Assistant Superintendent shall meet to discuss the evaluation. Whenever the Superintendent has evaluated the Assistant Superintendent's performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Superintendent shall endeavor to assist the Superintendent in improving performance as to such matters and shall report such progress to the Assistant Superintendent within ninety (90) days. Thereafter, the Superintendent may continue with such meetings and follow up where necessary. It is understood and agreed that the Assistant Superintendent shall be afforded a reasonable opportunity to remedy any deficiency noted by the Superintendent or other instance where the Superintendent deems a change in performance to be necessary or appropriate, but in no event shall such evaluation and assessment be utilized for purposes of Article 6 hereof until or unless the Assistant Superintendent has been provided a reasonable opportunity to remedy such deficiency or instances as aforesaid and has been unwilling or demonstrably unable to do so.

6. Termination.

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Assistant Superintendent shall be entitled to terminate the contract upon written notice of ninety (90) days.
- C. The Superintendent may recommend that the Board terminate this Agreement during its term for cause. The term "cause" as used here shall be defined to mean:
 - 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; or
 - 5. Other due and sufficient cause.

If the Superintendent seeks to terminate this Agreement during its term for the reasons described above, the Assistant Superintendent shall be afforded all rights provided for under C. G. S. Section 10-151 et seq.

In the event the Assistant Superintendent's services are terminated pursuant to this section, then all compensation to her from and after the date of final determination by the Board shall cease.

7. Fringe Benefits.

- A. The Board of Education shall provide the Assistant Superintendent with twenty (20) paid sick days per year which may be accumulated to a maximum of one hundred fifty (150) days which may be used for illness or injury. The Board agrees that the Assistant Superintendent shall commence her employment with thirty (30) sick days.
- B. The Board of Education shall provide the Assistant Superintendent with twenty five (25) vacation days annually, exclusive of Saturdays, Sundays and those legal holidays accorded other administrative employees of the Board, the schedule of which shall have prior Board approval. The vacation day entitlement shall be prorated for service of less than one fiscal year. The annual twenty five (25) vacation day allotment shall fully accrue on July 1st of each contract year. Vacation time off may not be accumulated from fiscal year to fiscal year, except as mutually agreed upon by the Board, and in no event shall be more than a total of five (5) unused vacation day per year. The maximum permitted vacation time off in any fiscal year shall be the sum of the contractual annual allotment plus the additional (up to 5 days) approved by the Board.

- C. The Assistant Superintendent and her eligible dependents shall be entitled to participate in the same medical, prescription, and dental insurance plans with managed benefits the Board offers to other non-union employees of the Board as the terms of those benefits may be modified from time to time by the Board. The Assistant Superintendent shall pay the same contributions to premiums and other costs as the other non-union employees of the Board as those costs change from time to time.
- D. The Assistant Superintendent shall be eligible to participate in Section 125 Plan established by the Board.
- E. The Assistant Superintendent shall receive disability insurance benefits and Worker's Compensation benefits pursuant to the terms set forth in the then Collective Bargaining Agreement between the Board and the Administrators' Association, with the maximum monthly benefit for long term disability coverage capped at Nine Thousand Dollars (\$9,000).
- F. The Assistant Superintendent shall receive term life insurance in the amount of three (3) times her total annualized base compensation rounded to the nearest thousand.
- G. The Assistant Superintendent shall be granted four (4) personal days per year to attend to personal business which cannot be transacted other than during working hours and up to three (3) days absence without the loss of normal pay, for a death in the Assistant Superintendent's immediate family as defined in the then current Collective Bargaining Agreement between the Brookfield Board of Education and the Brookfield Administrators' Association. Such leave shall be subject to the approval of the Superintendent.
- H. The Assistant Superintendent may participate in the Town of Brookfield's (Town) non-contributory Section 457 deferred compensation plan provided the plan, as it may be amended from time to time by the Town, allows for such participation.

8. **Reimbursement of Expenses.**

- A. **Professional Conferences and Conventions.** The Assistant Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints, as approved in advance by the Superintendent, costs of such attendance shall be paid by the Board.

- B. **Professional Dues.** The Assistant Superintendent may, upon prior approval of the Superintendent, become a member of appropriate educational organizations, and the Board shall reimburse the Assistant Superintendent for the cost thereof.
9. **Professional Activities.** The Assistant Superintendent may undertake consultative work, speaking engagements, writing, lecturing and other professional activities to a maximum of five (5) days per year provided such does not interfere with the Assistant Superintendent's duties and is approved in advance by the Board.
10. **General.**
- A. This Agreement contains the entire agreement by and between the Board and the Assistant Superintendent. It may not be amended orally but may be amended by an agreement in writing, signed by an authorized representative of the Board and the Assistant Superintendent. Immediately upon signing, this Agreement shall supersede all prior agreements between the parties.
- B. Notices to the Board, as required herein, shall be sent to the Secretary of the Board, and notices to the Assistant Superintendent shall be sent to the Assistant Superintendent's home address on record with the Board.
- C. No waiver by any of the parties to this Agreement of any breach of any condition, term or provision of this Agreement shall be deemed to be waiver of any preceding or subsequent breach of the same or any other condition, term, or provision.
- D. This Agreement shall be subject to the General Statutes of the State of Connecticut, the regulations of the State Department of Education, and written rules, regulations and policies of the Board, insofar as they relate to the powers and duties of the Assistant Superintendent, whether now in existence or established or modified hereafter, which are all incorporated herein as though they had been fully set forth. Where any of the provisions of this Agreement conflict with any of the written rules, regulations and policies of the Board, the provisions of this Agreement shall supersede such conflicting rules, regulations and policies.
- E. If any provision of this Agreement shall be declared void or unenforceable by any Court or administrative body of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects to be valid and enforceable.

11. **Authorization.** This contract is being executed on behalf of the Board by Colette Sturm, its Chairman pursuant to a vote taken by the Board at a meeting duly held on May 15, 2019, 2019 authorizing the Board Chairman to execute this Agreement on behalf of the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates designated below.

By: Maureen Ruby Date: 6/14/19
Maureen Ruby
Assistant Superintendent of Schools

THE BROOKFIELD BOARD OF EDUCATION

By: Colette Sturm Date: 6/14/19
Colette Sturm,
Chairman, Brookfield Board of Education

Witness: This Agreement has been signed in the presence of:

[Signature] Date: 6/14/19
Witness

